

Document 00 73 00 - Supplementary Conditions (OSU CM at Risk 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 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 Ohio State University ("University").

Contracting Authority and Owner

The Ohio State University
Facilities Operations and Development
400 Enarson Classroom Building
2009 Millikin Road
Columbus, Ohio 43210
<http://fod.osu.edu>

Institutional Designee

Paul Sherwood
Assistant Vice President

MODIFICATIONS TO GENERAL CONDITIONS

Replace Section 1.7 and subordinate sections with the following:

1.7 Use of the University's eBuilder Software

1.7.1 If the University decides, in its sole discretion, to utilize the University's eBuilder project management software for the Project, the CM shall use such software for all compatible services required under this Contract.

1.7.2 All costs for the CM's use of the University's eBuilder project management software for the Project shall be included in its Preconstruction Stage Compensation and Contract Sum, as applicable. If the CM's staff or its Consultants are unfamiliar with the proper use of such software, the CM shall provide its staff and Consultants for training without additional compensation.

1.7.3 Any reference in the General Conditions or other Contract Documents to "the State's web-based project management software" means the University's eBuilder project management software. Where the General Conditions refer to a specific business process by name, the CM shall comply by using the workflow established in the eBuilder project management software for the specified business process.

Insert Section 1.9.2 as follows:

1.9.2 If the Project is administered using Building Information Modeling, the CM shall follow the requirements described in The Ohio State University BIM Standards.

Replace Section 2.1.4.2 with the following:

2.1.4.2 If the Project is administered using the University's eBuilder project management software, the CM shall utilize the web-based forms and reports within the applicable business process. The web-based forms and reports are acceptable to the University in lieu of its paper forms.

Replace Section 5.2.4 with the following:

5.2.4 Within five days after the organizational meeting is adjourned, the CM will prepare and distribute the meeting's minutes.

Insert Section 5.7.15 and subordinate sections as follows:

5.7.15 The A/E, with the University's approval, shall determine when the Construction Documents (consisting of the Drawings, Specifications, and Design Intent Statement) are at the percentage of completion established under **Section 5.2.2.7.1**. If the CM fails to submit a GMP Proposal within 21 days after receipt of the Construction Documents, it would be difficult, if not impossible, to determine the University's resulting damages. Consequently, the University

and the CM agree that the CM shall, at the University's option and upon the University's demand, pay to or credit the University Liquidated Damages in an amount equal to the CM's total Preconstruction Stage Compensation.

5.7.15.1 For each GMP Proposal the CM fails to submit as and when required, the University shall be entitled to recover the cumulative sum of the associated Liquidated Damages.

5.7.15.2 The Liquidated Damages described in this **Section 5.7.15** are only intended to compensate the University for the damages the University itself incurs as a direct result of the CM's failure to submit a GMP Proposal as and when required.

5.7.15.3 The Liquidated Damages described in these Supplementary Conditions are not intended to compensate the University for any damages the University incurs on account of **(1)** any claims attributable to the CM that are brought by others including Separate Consultants and Separate Contractors as a result of the CM's failure to submit a GMP Proposal as and when required or **(2)** any failure of the CM to timely, properly, and completely perform the Contract other than the failure to submit a GMP Proposal as and when required.

5.7.15.4 The parties acknowledge that the above-specified Liquidated Damages are not penalties but are a reasonable estimate of the damages the University itself would incur as a direct result of the CM's failure to submit a GMP Proposal as and when required. The parties each irrevocably waive the right (if any) to challenge the validity and enforceability of those Liquidated Damages. Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages or their application are void and unenforceable, the University shall be entitled to recover the actual damages that it incurs on account of the CM's failure to submit a GMP Proposal as and when required.

5.7.15.5 In addition to other rights that the University may have relative to Liquidated Damages, the University may deduct Liquidated Damages from the CM's Preconstruction Stage Compensation as the damages accrue. If payments then or thereafter due the CM are not sufficient to cover such amounts, the CM shall immediately pay the amount of the insufficiency to the University.

Insert Section 6.3.3.3 as follows:

6.3.3.3 Cutting and patching shall be done by craftspersons skilled in the type(s) of work involved. Refer to the specifications for detailed cutting and patching procedures.

Insert Section 6.3.4.1 as follows:

6.3.4.1 The University will not permit any Work to proceed until utility marking of University-owned utilities has been completed. The CM shall follow all dig permit and OUPS requirements including pre-marking the approximate excavation area in white at least 72 hours prior to the planned excavation.

Insert Section 6.3.7 as follows:

6.3.7 In accordance with Federal Safety Standards (CFR 49 Parts 191 and 192) as enforced by PUCO, beginning January 31, 2013, University's Utilities Department and its designee, Ohio State Energy Partners, will require all personnel working directly with natural gas lines, including those doing "new construction" work, to provide written and performance verification of DOT Operator Qualifications for each covered task performed on the Columbus Campus. This directive is intended for natural gas distribution systems and is not applicable to natural gas piping in buildings on the downstream side of the buildings' gas regulator. The CM shall provide the DOT Operator Qualifications Certification directly to the Project Manager.

Replace existing Section 6.5.12 with the following:

6.5.12 The CM shall attach the above information to the minutes of the weekly progress meetings.

Replace existing Sections 6.6.1 through 6.6.3.1 with the following:

6.6.1 The CM shall schedule a weekly progress meeting for the A/E and other Persons involved in the Project. The purpose of the progress meeting is to review progress on the Project during the previous week, discuss anticipated progress during the following weeks, review critical operations, and discuss critical problems.

6.6.2 The CM and A/E shall be represented at every progress meeting by a Person authorized with signature authority to make decisions regarding possible modification of the Contract Documents or Construction Progress Schedule.

6.6.2.1 The CM shall notify the A/E and other Persons involved in the Project of the time and place of the progress meeting that shall thereafter be the same day and hour of the week for the duration of the Project, unless the CM notifies the A/E and other Persons involved in the Project of a different day and hour at least two days in advance.

6.6.2.2 The CM shall have any of its Subcontractors attend the progress meeting as determined advisable by the CM, or as requested by the A/E.

6.6.3 The CM shall prepare a written report of each progress meeting and distribute the report to the Contracting Authority, Owner, and A/E. The CM shall not delegate the duty to prepare a written report of any progress meeting.

6.6.3.1 If any Person in attendance objects to anything in a report of a progress meeting, the Person shall notify the CM, A/E, Contracting Authority, and any other affected Person in writing explaining the objection within five days.

Retain existing Section 6.6.3.2

Delete Section 6.6.3.3

Insert Section 6.8.2.1 as follows:

6.8.2.1 The CM and its Subcontractors shall respect the rights of private property owners adjacent to the campus by not littering.

Insert Section 6.9.7 and subordinate sections as follows:

6.9.7 Hardware.

6.9.7.1 Columbus Campus:

- .1 The CM shall be responsible for providing all permanent interchangeable lock cores and keys for the Project. The CM or its Subcontractor responsible for hardware (“Hardware Subcontractor”) must contract with the University Lock Shop for the installation of permanent cores. The CM or its Hardware Subcontractor shall contact the University Lock Shop, 614.688.1133, which will prepare keys and cores for the key system designated by the building user(s). The CM or its Hardware Subcontractor shall also assist the University Lock Shop develop the appropriate key system. Costs if any shall be borne by the CM.
- .2 For projects located at the Wexner Medical Center, the Hardware Subcontractor shall coordinate with the Medical Center’s Access Control Manager at 614.293.8412.

6.9.7.2 Regional Campuses: If the CM is performing work on a regional campus it shall coordinate with the campus facility manager on matters of keys and cores into the key system designated for the campus.

Insert Section 6.10.2.1 as follows:

6.10.2.1 Sexual Harassment. The University maintains an environment free from sexual harassment. The CM and its Subcontractors are hereby notified that prompt corrective measures will be taken to stop sexual harassment whenever it occurs in accordance with University policy.

Insert Section 6.10.2.2 and subordinate sections as follows:

6.10.2.2 Prohibition Against Photos, Interaction with Athletes, Coaches, and Staff. The CM shall dismiss from the Project any person employed by the CM or a Subcontractor who the University finds, in its sole discretion, to be in violation of the following prohibitions. No person employed by the CM or a Subcontractor shall:

- .1 electronically distribute to any social media platform, post, or electronically share photographs or comments related to the Project, including images of any building or facility associated with the Project; or
- .2 make contact with student athletes, coaches or staff to request autographs, photograph opportunities, or similar interaction in connection with the University’s athletic program.

Replace Section 6.11.1.1 with the following:

6.11.1.1 The CM is responsible for designing and implementing its own safety program, including compliance with OSHA and other state and federal regulations. The CM’s safety plans, such as fall protection, hazards, communications, competent person, etc., shall meet or exceed the University’s safety plan. At the preconstruction meeting, the Project Manager and the CM will determine which plans need to be submitted for University review, comment, and approval.

Insert Section 6.11.1.2 as follows:

6.11.1.2 The University is not responsible for managing the CM’s safety program on the Project.

Insert Sections 6.11.4.4 and 6.11.4.5 as follows:

6.11.4.4 The CM shall acquaint itself with and follow University fire alarm procedures and the location of fire warning and extinguishing or control devices.

6.11.4.5 False Fire Alarms. As Liquidated Damages, and not as a penalty, the CM acknowledges and agrees that the University shall be entitled to retain or recover from the CM \$300 or actual costs, whichever is greater, for each false fire alarm that is determined to be a result of negligence by the CM. This amount reflects the University’s

actual costs incurred in dealing with these false alarms, including, but not limited to, the costs of transportation, manpower, and loss of efficiency.

Insert Sections 6.11.6.3 and 6.11.6.4 as follows:

6.11.6.3 In addition to the SDS notebooks required on Site, the CM shall provide the A/E with a copy of all SDS. At the completion of the Project, the A/E shall forward the SDS to the University.

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

Replace Section 6.14.5.1 with the following:

6.14.5.1 Effective January 1, 2014, smoking and the use of tobacco and tobacco products are prohibited in or on all University owned, operated, or leased property, including golf courses, airports, nature centers, regional campuses, the main medical center campus, University Hospital East and all other OSU Medical Center properties. The policy also includes parking lots and garages, state and personal vehicles parked on university property. Tobacco is defined as all tobacco-derived or containing products, including and not limited to, cigarettes (clove, bidis, kreteks), electronic cigarettes, cigars and cigarillos, hookah smoked products, pipes, and oral tobacco (spit and spitless, smokeless, chew, snuff). It also includes any product intended to mimic tobacco products or contain tobacco flavoring. The University's non-smoking policy (Policy #7.20) can be viewed at: <http://hr.osu.edu/policy/policy720.pdf>. The CM shall enforce these restrictions on any individual employed by the CM, or the CM's Subcontractors.

Insert Section 6.14.6 and subordinate sections as follows:

6.14.6 Parking.

6.14.6.1 Columbus Campus:

- .1 All parking on the University's campus is restricted and controlled by CampusParc. Employees of the CM and its Subcontractors who will be parking a vehicle on University property must purchase parking permits from CampusParc and shall park cars in areas designated to them either by CampusParc or the Project Manager. Parking on streets or in restricted areas is prohibited. Violations will result in a citation or vehicle impoundment.
- .2 At the beginning of the Work, the CM shall work with the Project Manager to determine how many proximity permits are necessary, and how many remote permits will be needed for all employees, including employees of Subcontractors.
- .3 Depending upon availability, proximity parking contractor permits (CVA permits) may be purchased for employees that must be parked on or near the worksite (such as those who are actively working out of their vehicle), or who must come and go frequently. The CVA permit allows parking in any posted "A", "B", or "C" surface parking. CVA keycards will allow access to staff garages.
- .4 All other construction personnel are eligible to purchase a contractor remote parking pass (CVB permit), which is restricted to parking at the Buckeye Lot or West Campus park and ride locations. Shuttle buses to central campus are available.
- .5 Shuttle bus service hours are posted online at <http://ttm.osu.edu>. Private shuttles, arranged by the CM, must be coordinated with Transportation & Traffic Management.
- .6 CMs and Subcontractors actively working on an Ohio State University project are prohibited from parking in a designated patient parking garage in the Wexner Medical Center at any time, even when paying the posted hourly fees.

6.14.6.2 Regional Campuses: If the CM is performing work on a regional campus it shall coordinate with the campus facility manager on matters of parking permits and designated areas.

Insert Sections 6.14.7 and 6.14.8 as follows:

6.14.7 The CM shall not be permitted to use University streets for any purpose not previously approved by Transportation & Traffic Management. 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 CM shall provide a written request to Transportation & Traffic Management five days in advance of the date when the unloading is required. The CM shall pay for any traffic control that the Director of Transportation & Traffic Management determines is necessary due to the street blockage. The CM shall also post signs three days in advance of any street blockage longer than two hours, warning motorists of the date, time, and duration of the planned blockage.

6.14.8 The CM shall validate with the appropriate University, city, county, or state agency the status of road work impacting traffic flow on, to, and from, campus.

Insert Sections 6.15.3, 6.15.3.1, 6.15.3.2, and 6.15.4 as follows:

6.15.3 Columbus Campus:

6.15.3.1 The interruption, disconnection, reconnection, reduction, or curtailment of any existing services shall not be undertaken without minimum prior written notice of 2 weeks and shall be coordinated with Service2Facilities, 614.292.4357. This work may be performed during normal working hours, holidays, and weekends or as directed by the Project Manager, but shall always be scheduled to minimize the effect of these shutdowns with other facilities on Campus.

6.15.3.2 The CM shall, at the beginning of the Contract Times, coordinate with the University's Utilities Division for this work. The CM 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 by the CM.

6.15.4 Regional Campuses: If the CM is performing work on a regional campus it shall coordinate with the campus facility manager on matters of utility shutdowns and cost.

Insert Section 6.29.3 as follows:

6.29.3 Closeout Standards. The CM shall comply with The Ohio State University Project Closeout Standards found on the Ohio State University Facilities Operations and Development website at <https://fod.osu.edu/resources>.

Replace existing Section 7.7.2.12.1 with the following:

- .1** The premium portion only for approved overtime (labor and fringes). The CM's Fee and Subcontractor overhead and profit may be applied only to straight time. The straight time portion is included in items in **Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4.**

Replace Section 7.9.2.1 with the following:

7.9.2.1 The CM shall maintain, and require all Subcontractors to maintain, complete and accurate business records in accordance with Generally Accepted Accounting Principles, at their principal places of business. If a principal place of business is not in Columbus, Ohio, the CM shall make records available, and shall require its Subcontractors to make records available, at the Site within 48 hours of a request for the records.

Insert Section 9.2.14.2.1 as follows:

- .1** The CM agrees that any funds which are due to the CM and required to be placed in an escrow account, including but not limited to, retainage, and funds withheld pursuant to mechanic's liens, will be placed in an escrow account at WesBanco, Columbus, Ohio.

Insert Section 12.2.1.1 as follows:

12.2.1.1 Use of Name. The CM shall not advertise the fact that it has contracted with The Ohio State University 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 Administration and Planning.

Insert Section 12.8.6 as follows:

12.8.6 A list of University holidays is available at <https://busfin.osu.edu/buy-schedule-travel/payroll/paydate-schedule>.

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