

Document 00 73 00 - Supplementary Conditions (OSU General Contracting) State of Ohio Standard Requirements for Public Facility Construction

Certifications

These Supplementary Conditions amend and supplement the Contracting Definitions, General Conditions and other provisions of the Contract Documents as indicated below. All provisions not amended remain in full force and effect. Unless otherwise specified, 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

The Ohio State University
Facilities Design and Construction 400 Enarson Classroom Building
2009 Millikin Road
Columbus, Ohio 43210
<https://fdc.osu.edu/>

Institutional Designee

Kristin Poldemann
Associate Vice President

MODIFICATIONS TO CONTRACTING DEFINITIONS

*Replace the definition of **Substantial Completion** with the following:*

Substantial Completion The stage in the progress of the Work when the Work (or designated portion of the Work for which the Contracting Authority and Owner have agreed to take Partial Occupancy) is sufficiently complete in accordance with the Contract that the Owner can utilize the Work for its intended use, as determined by the A/E. The issuance of a certificate of occupancy or partial certificate of occupancy (if applicable) is a condition precedent to the achievement of Substantial Completion. For a Wexner Medical Center facility where a final certificate of occupancy is required for licensure by the Ohio Department of Health or other regulatory body, issuance of a final certificate of occupancy is a condition precedent to the achievement of Substantial Completion.

MODIFICATIONS TO GENERAL CONDITIONS

Replace Sections 1.7.1 and 1.7.2 with the following:

1.7.1 The Contractor shall use the University’s project management software, including all required browser extensions, for all compatible services required under this Contract.

1.7.2 All costs for the Contractor’s use of project management software, including the University’s project management software, for the Project shall be included in the Contract Sum. If the Contractor is unfamiliar with the proper use of the software, the Contractor shall provide its employees for training without additional compensation.

Insert Section 1.9.2 as follows:

1.9.2 For Wexner Medical Center projects, the Contractor shall comply with applicable OSU Wexner Medical Center policies, including the Identification Badge Policy, which incorporates the Non-discretionary Vaccination Policy/Employee Health Infection Control and Background Check Policies, as identified at <https://wexnermedical.osu.edu/utility/footer/vendor-interaction>. The Contractor is responsible for all costs incurred related to compliance with these policies.

Revise Section 1.13.2 as follows:

1.13.2 The Contractor shall follow the requirements of the University Sustainability Standards available at <https://fod.osu.edu/bds>.

Insert Section 1.14 as follows:

1.14 University BIM Standards

1.14.1 If the Project is administered using Building Information Modeling, the Contractor shall follow the requirements described in the University BIM Standards available at <https://fod.osu.edu/bds>.

Replace Section 2.1.4.2 with the following:

2.1.4.2 If the Project is administered using the University's project management software, the Contractor 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.

Insert Section 5.2.3.2 as follows:

5.2.3.2 The Contractor shall secure and pay for a Stormwater Control Practice Construction Bond on behalf of the University to guarantee the construction of any stormwater control practices required by local authorities having jurisdiction over the Project prior to starting stormwater construction.

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.

Replace Section 6.3.4.1 with the following:

6.3.4.1 The University will not permit any Work to proceed until utility marking of University-owned utilities has been completed. The Contractor 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 6.3.8 as follows:

6.3.8 In accordance with Federal Safety Standards (CFR 49 Parts 191 and 192) as enforced by PUCO, the University and its designee, Ohio State Energy Partners, 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 Contractor shall provide the DOT Operator Qualifications Certification directly to the Project Manager.

Insert Section 6.10.2.1 as follows:

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

Insert Sections 6.11.8 and subordinate sections as follows:

6.11.7 Hardware.

6.11.7.1 Columbus Campus:

- .1** The Contractor shall be responsible for providing all permanent interchangeable lock cores and keys for the Project. The Contractor or its Subcontractor responsible for hardware ("Hardware Subcontractor") must coordinate with the University Lock and Key Services for the installation of permanent cores. The Contractor or its Hardware Subcontractor shall contact the University Lock and Key Services, 614.292.1415 or [Lock and Key Services | Facilities Operations and Development](#), which will develop the keys and cores for the key system designated by the user or users of that building. The Contractor or its Hardware Subcontractor shall also assist the University Lock and Key Services in developing the appropriate key system. Costs if any shall be borne by the Contractor.
- .2** For projects located at the Wexner Medical Center, the Hardware Subcontractor shall coordinate with the Medical Center's Access Control Manager at 614.293.8500.

6.11.7.2 Regional Campuses: If the Contractor 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 6.12.2.1 as follows:

6.12.2.1 Sexual Harassment. The University maintains an environment free from sexual harassment. The Contractor and 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 6.12.2.2 and subordinate sections as follows:

6.12.2.2 Prohibition Against Photos, Interaction with Athletes, Coaches, and Staff. The Contractor shall dismiss from the Project any person employed by the Contractor or a Subcontractor who the University finds, in its sole discretion, to be in violation of the following prohibitions. No person employed by the Contractor 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 6.13.1.1 with the following:

6.13.1.1 The Contractor is responsible for designing and implementing its own safety program, including compliance with OSHA and other state and federal regulations. The Contractor's safety plans, such as fall protection, hazards, communications, competent person, etc., shall meet or exceed the University's safety plan. At the preconstruction or designated meeting, the Project Manager and the Contractor will review the Contractor's safety plans and University's incident reporting requirements.

Insert Section 6.13.1.2 as follows:

6.13.1.2 The University is not responsible for managing the Contractor's safety program on the Project.

Replace Section 6.13.3 with the following:

6.13.1.3 Not less than 10 days prior to starting any Work, the Contractor shall submit a copy of the Contractor's site-specific safety plan and safety manuals, including the completed Site-Specific Safety Plan (SSSP) and Operational Hazard Analysis (OHA), for University review, comment, and acceptance. The University's Site-Specific Safety Plan (SSSP) Template and Operational Hazard Analysis (OHA) Template are available here <https://fod.osu.edu/resources>, under the section titled "Construction Site Safety Requirements." The Contractor shall update its site-specific safety plan and safety manuals, as needed, to include any changes in Subcontractors or changes in the Work.

Insert Sections 6.13.4.4 and 6.13.4.5 as follows:

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

6.13.4.5 False Fire Alarms. 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 negligence by the Contractor. 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 6.13.6.3 and 6.13.6.4 as follows:

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

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

Replace Section 6.16.6.1 with the following:

6.16.6.1 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: <https://hr.osu.edu/wp-content/uploads/policy720.pdf>. The Contractor shall enforce these restrictions on any individual employed by the Contractor or by Subcontractors.

Insert Section 6.16.7 and subordinate sections as follows:

6.16.7 Parking.

6.16.7.1 Columbus Campus:

- .1** All parking on the University's campus is restricted and controlled by CampusParc. Employees of the Contractor 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 Contractor 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 Contractor, must be coordinated with Transportation & Traffic Management.
- .6** Contractors 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.

6.16.7.2 Regional Campuses: If the Contractor 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 6.16.8 and 6.16.9 as follows:

6.16.8 The Contractor 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 Contractor shall provide a written request to Transportation & Traffic Management 5 days in advance of the date when the unloading is required. The Contractor shall pay for any traffic control that the Director of Transportation & Traffic Management determines is necessary due to the street blockage. The Contractor shall also post signs 3 days in advance of any street blockage longer than 2 hours, warning motorists of the date, time, and duration of the planned blockage.

6.16.9 The Contractor 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 6.17.3, 6.17.3.1, 6.17.3.2, and 6.17.4 as follows:

6.17.3 Columbus Campus:

6.17.3.1 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.

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

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

Replace section 6.29.1.1 as follows:

6.29.1.1 the building authority with jurisdiction over the Project issues a partial certificate of occupancy for the portion of the Project the Owner intends to occupy and, for a Wexner Medical Center facility, all government or regulatory licensure or approvals are complete such that the designated portion of the Work may be put to its intended use;

Insert Section 6.30.3 as follows:

6.30.3 Closeout Standards. The Contractor 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 7.8.2.11 with the following:

7.8.2.11 Contractor’s Fee: Adjustment of the Contract Sum on account of a change in the Work shall include an allowance for the Contractor’s Fee equal to 10 percent of the sum of the costs described under Sections **7.8.2.1** through **7.8.2.10** that are associated with that changed Work. For self-performed Work, the adjustment is limited to the allowance specified in this Section and shall not include the Subcontractor adjustment specified in Section **7.8.2.10**.

Replace existing 7.8.2.12.1 with the following:

- .1 The premium portion only for approved overtime (labor and fringes). The Contractor’s Fee and Subcontractor overhead and profit may be applied only to straight time. The straight time portion is included in items in **Sections 7.8.2.2, 7.8.2.3, and 7.8.2.4**.

Replace Section 7.11.2.1 with the following:

7.11.2.1 The Contractor shall maintain, and require all Subcontractors to maintain, complete and accurate business records in accordance with Generally Accepted Accounting Principles, at its principal place of business. If its principal place of business is not in Columbus, Ohio, the Contractor 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.

Replace Section 8.7.1 with the following:

8.7.1 If the Contractor fails to achieve a Milestone within the associated Contract Time, it would be difficult, if not impossible, to determine the Owner’s resulting damages. Therefore, if the Contractor fails to achieve a Milestone within the associated Contract Time, the Contractor shall (at the Owner’s option) pay to or credit the Owner the Liquidated Damages per day sum determined according to the following schedule for each day that the Contractor fails to achieve a Milestone within the associated Contract Time. If the Project involves more than one Phase as explicitly identified in the Agreement, the Contract Sum in the below schedule refers to the total Contract Sum for each of the Phases individually as opposed to the aggregate Contract Sum for all Phases.

Contract Sum	Liquidated Damages per day
Less than \$1,000,000	\$500
From \$1,000,000.01 to \$2,000,000	\$1,000
From \$2,000,000.01 to \$5,000,000	\$2,000
From \$5,000,000.01 to \$10,000,000	\$5,000
From \$10,000,000.01 to \$20,000,000	\$7,500
From \$20,000,000.01 to \$50,000,000	\$10,000
More than \$50,000,000	.0003 times the amount of the Contract Sum

Insert Section 8.8.4 as follows:

8.8.4 Interdependence of Waivers: The waivers of damages by the Owner and the CM in this Section 8.8 are mutually dependent. If any portion of the CM’s waiver in Section 8.8.1.2, specifically including, but not limited to, the waiver of unabsorbed home office overhead, is held by a court to be invalid, void, or unenforceable, then the Owner’s waiver in Section 8.8.1.1 shall also be deemed void and unenforceable in its entirety. In such an event, both parties shall be entitled to pursue all damages available to them under applicable law as if this Section 8.8 had never been included in the Contract.

Insert Section 9.3.2.9 as follows:

9.3.2.9 Closeout items shall be noted separately on the Schedule of Values. At a minimum this shall include the following items and minimum percentage of the Contract Sum:

- .1 Interim Closeout Items (N/A): Start of project record document submittals and start of specified demonstrations and training.
- .2 Closeout Items at Certificate of Occupancy or Substantial Completion (N/A): Start of punch list work.
- .3 Closeout Items at Deliverable Final Due Date (N/A): Completion of punch list work, completion of project record document submittals, delivery of attic stock, and completion of specified demonstrations and training.

Closeout Schedule of Values (SOV) Percentage Table				
Total Project Cost	\$250,000 – \$3.9M	\$4M – \$19.9M	\$20M - \$99.9M	\$100M & Over
Percent of Contract Value	5%	4%	3%	1-2%

Insert Section 9.5.3 as follows:

9.5.3 The University reserves the right to make partial payments to the Contractor for labor in an amount greater than the rate of 96 percent of the amount invoiced through the payment request.

Insert Section 10.2.9 as follows:

10.2.9 Where the Contractor is required to include the Owner as an additional insured, the endorsement shall list The Ohio State University and its Board of Trustees as additional insured.

Replace Sections 12.2.1 through 12.2.4 with the following:

12.2.1 Publicity: Public relations or publicity about the Project shall be led by, solely within the control, and with the consent of, the University.

12.2.2 Use of Name, Likeness, Marks, Photography, Videography: Contractors, including subcontractors and suppliers providing products or services to the University, are not permitted to use the University’s name, likeness and intellectual property (IP), including but not limited identifying marks, logos, trademarks, photos and video for the purposes of advertising, references or client lists without the prior written consent of the University’s Office of Trademark and Licensing. This includes use of photography and videography showcasing the University’s name or other identifying marks. Any use that could imply perceived University endorsement of the contractor, its products and services is strictly prohibited and will not be approved. Please review the Supplier Advertising Policy for more information.

12.2.3 Professional Photography: If the University grants written consent for project publicity and the Contractor commissions photography, the Contractor must ensure that its photography agreements include: (1) a release granting the University unrestricted and unlimited rights to use the photographs, and (2) a prohibition on the photographer using the University’s name, logos, or identifying marks without prior written consent from the University’s Office of Trademark & Licensing , in coordination with the Office Administration and Planning. The University reserves the right to approve any photographer engaged for this purpose.

12.2.4 Craft Awards and Other Recognition: If the University consents to the submission of the project for any design, construction, or industry award, the submission must include a disclaimer stating: “This submission does not constitute an explicit or implied endorsement, or university promotion, of the Contractor.” All submission materials must be reviewed and approved by the University prior to final submission. Materials must pertain only to the specific project.

Insert Sections 12.2.5 and 12.2.6 as follows:

12.2.5 Future Project Proposals: The Contractor may reference its work on the Project in future proposals, provided that such references are factual and do not include University logos, trademarks, or other identifying marks without prior written consent from the University’s Office of Trademark & Licensing.

12.2.6 Compliance: Any violation of this section may result in termination of the Agreement and/or other remedies available to the University.

Insert Section 12.3.4 as follows:

12.3.4 For work performed within the City of Columbus, Applicable Law expressly includes the Contractor’s obligation to withhold city income taxes under the provisions of Columbus City Codes Chapter 362.

Insert Section 12.8.4 as follows:

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

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