**General Conditions for Design Build Purchase Order Projects**

1. **Prevailing Wages**

The Contractor shall comply with the prevailing wage requirements described under ORC Chapter 4115 that include, without limitation, the requirements described herein:

If the Project is subject to payment of prevailing wage rates, the Contractor shall: pay to laborers and mechanics performing Work on the Project the prevailing wage rate of the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau; post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers, and mechanics employed under this Contract; ensure that the rates posted are current and remain posted in legible condition during the period of the Contract; and not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law. The Contractor may access the Ohio Department of Commerce, Wage & Hour Bureau at its website, <http://198.234.41.198/w3/webh.nsf/pages/PrevailingWageBid> to obtain the current wage rates.

1. **Building and Trade Permits and Licenses**

The D/B shall secure the required structural, plumbing, HVAC, and electrical plan approvals from the Ohio Department of Commerce, Division of Industrial Compliance. The Contractor shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work. The Contractor shall schedule the State Fire Marshal or local fire authority for the life safety inspection for occupancy permits. The Contractor shall give the A/E, The contracting Authority, and the Owner reasonable notice of the dates and times arranged for inspections. The Contractor shall pay for any re-inspections required as a result of the Contractor’s failure to receive approval of its Work. The Contractor shall obtain, maintain, and pay for any permit, inspection, or license applicable to the Contractor’s particular trade.

1. **Commencement of Work on the Site**

The Construction Stage will commence with the Owner’s issuance of the Purchase Order and will terminate upon Final Acceptance of the Project by the OSU Project Manager.

1. **Construction Progress Schedule**

The Contractor shall develop and keep current: (1) Construction Progress Schedule and (2) Construction Submittal Schedule. The Submittal Schedule shall be incorporated into the Construction Progress Schedule. Initial Schedules and any Revised schedules shall be submitted for the OSU Project Manager’s acceptance. (A revised schedule is a schedule that changes early/planned start and early/planned finish dates from the previously approved schedule. An updated schedule shows the actual start and finish dates, but does not change the approved early/planned start and early/planned finish dates).

The Construction Progress Schedule shall provide for reasonable, efficient, and economical execution of the Project and shall relate to the entire Project.

The Contractor shall use the Construction Progress Schedule to: (1) plan, organize, and execute the Project utilizing the Critical Path Method, (2) record and report actual performance and progress, and (3) utilize scheduling logic to coordinate and complete all remaining work on or before the Contract Completion date.

The Contractor shall monitor the progress of the Work for conformance with the Construction Progress Schedule and shall initiate revisions as required and approved by the OSU Project Manager.

The Contractor shall establish the Project’s regular working hours, subject to approval by the OSU Project Manager and occupants of the space.

Before the close of business each Monday, the Contractor shall prepare and submit to the Project Manager a written report describing: (1) schedule activities started and finished the preceding week, (2) a “Three Week Look Ahead” –schedule activities planned for through the next three Mondays, (3) planned workforce sizes and durations associated with planned schedule activities, and (4) other information requested by the Project Manager.

1. **Construction Procedures**

The Contractor is solely responsible for and has control over all construction means, methods, manners, techniques, sequences, procedures, safety precautions and programs in connection with the Work, and coordinating all portion of the Work. The Contractor shall layout and coordinate all lines, levels, elevations, and measurements for all the Work, coordinate and verify existing conditions, and notify the OSU Project Manager of discrepancies and conflicts before proceeding with any work.

1. **Protection of the Project**

The Contractor shall protect the Work from weather and maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Final Acceptance, or Partial Occupancy if applicable. The Contractor shall at all times cover or protect the Work. The Contractor, at is expense, shall remove, and replace with new, any Work damaged as a result of Contractor’s failure to provide coverage or protection. The Contractor, at is expense, shall repair or replace any adjacent property, including, but not limited to, roads, walks, shrubbery, plants, tress, or turf, damaged during performance of the Work. After the date of Final Acceptance, or Partial Occupancy if applicable, the Owner is responsible for protecting and maintaining all materials, apparatus, and fixtures for the occupied portion of the Project free from injury or damage. The Contractor shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, furnish and keep lighted necessary danger signals at night, and take reasonable precautions to prevent injury or damage to individuals or property. The Contractor shall provide all temporary bracing, shoring, and other structural support required for safety of the Project and proper execution of the Work.

1. **Vibration, Noise and Dust Control**

The Contractor shall provide controls/barrier for vibrations, noise, and dust control in occupied buildings as required by the construction operations. The Contractor will not be permitted to exhaust or release unfiltered air, dust, construction debris, or other undesirable products into the exterior atmosphere or into occupied areas of the building outside the Site. The Project Manager may limit or stop the Work if the Contractor does not maintain proper air quality standards.

In certain occupied buildings, tasks might be of such a nature that noise and vibration cannot be tolerated. In such spaces, Work shall be scheduled for other than normal working hours.

The Contractor is responsible for vibration control and control of transmission of noise arising from the Work. Principal considerations which shall be given to noise and vibration control are: (1) Noise control in compliance with Occupational Safety and Health Administration (“OSHA”) requirements for the health and safety of building occupants; control shall be for all areas of the facility, including equipment rooms, boiler rooms, and fan rooms, (2) Vibration control to limit sound produced by construction equipment, and for protection of the equipment existing in a building and the building structure, and (3) Vibration control to provide for maximum usefulness of the facility by keeping levels of vibration within ranges which are conducive to study and work or other uses for which the facility is designed.

1. **Materials and Equipment**

The Contractor shall provide new materials and equipment of the qualify specified. The Contractor shall bring to, or store at, the Site only the materials and equipment required in the Work. If possible, materials and equipment should be installed in their final positions when brought to the Site. The Contractor shall properly store and protect all materials and equipment it provides to the Project. The Contractor shall timely remove from the Site any materials or equipment no longer required for the Work. The Contractor shall not allow materials or equipment to damage the Project or adjacent property, nor to endanger any individual at, or near, the Site.

1. **Labor**

The Contractor shall maintain a sufficient workforce and enforce good discipline and order among its employees and the employees of its Subcontractors. The Contractor shall not permit employment of individuals not skilled in tasks assigned them. The Contractor shall dismiss from the Project any individual employed by the Contractor, or a Subcontractor, who the Contracting Authority find, in its sole discretion, to be incompetent, guilty of misconduct, or detrimental to the Project.

1. **Contractor’s Standard of Care**

The Contractor shall perform the Work in a workmanlike manner, consistent with the standards of skill and care exercised by entities licensed to perform (where required under Applicable Law) and regularly performing comparable work in the same or similar locality under the same or similar circumstances.

1. **Safety Precautions**

The Contractor shall take reasonable precautions to ensure the safety of individuals on the Project. The Contractor is responsible for designing and implementing its own safety program, including compliance with OSHA regulations. The Contractor’s safety plans, such as fall protection, hazards, communications, competent person, etc., shall meet or exceed the Owner’s safety plan (if any). The Contractor shall pay any fine or cost incurred because of the contractor’s violation, or alleged violation, of Applicable Law.

1. **Emergency**

In the event of an emergency affecting the safety of the Project, other property, or individuals, the Contractor, without special instruction or authorization, shall act to prevent the threatened damage, injury, or loss. If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of its actions in response to an emergency, the Contractor may request an adjustment to the Contract by giving written notice.

Emergencies requiring medical attention, fire response, or police response shall be reported to University Police at 614-292-2121, or 911.

All emergencies shall be reported to the Project Manager within 30 minutes of occurrence.

1. **Hot Work**

Hot Work: If any welding, cutting, or spark generating activity is to be performed, the contractor shall comply with all aspects of OSHA Standard Subpart Q Welding, Cutting and Brazing 29 CFR 1910.252 relating to fire prevention associated with hot work. The contractor shall obtain a hot work permit from the Office of Environmental Health and Safety at; <http://www.ehs.osu.edu> on the “Occupational Health & Safety” tab. The Contractor shall notify the Project Manager 24 hours before the start of non-routine or nonrecurring hot-work. Use of sources of fire, flame or sparks and flammable materials shall be kept to an absolute minimum. At the beginning of the Project, the Contractor shall inform the Project Manager of its intent to use blowtorches, welding apparatus or similar exposed flame and sparking devices. Similar notice shall be given in regard to the use of flammable liquids, adhesives, and cleaners. The Contractor shall furnish an appropriate number of fire extinguishers (minimum of 1), which shall be within the immediate areas where work is being done at all times. The extinguisher shall be adequate and suitable for the class of fire likely to be caused by the Contractor’s operations. The Contractor shall acquaint itself with and follow the University’s established fire alarm procedures and the location of fire warning and extinguishing or control devices.

1. **Hazardous Materials**

The Contractor shall not introduce Hazardous Materials to the Project or burn any fires on the Site. 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 meeting, the Project Manager and the Contractor will determine which plans need to be submitted for University review, comment, and approval. The University shall not accept any responsibility or liability for the safety of the Contractor’s employees or managing the Contractor’s safety project on the Project.

1. **Work Stoppage Due to Hazardous Materials**

If the Contractor encounters material the Contractor reasonably believes to be, or contain, a Hazardous Material, which has not been rendered harmless, the Contractor shall immediately stop Work in the affected area and verbally report the condition to the Contracting Authority and the A/E, and within 1 business day deliver written notice of the condition to the Contracting Authority and the A/E. The Contracting Authority will promptly determine the necessity of the Owner retaining a qualified environmental consultant to evaluate the suspected Hazardous Material and to issue a related written report. Where appropriate, the Owner will engage a licensed abatement contractor to remove the material or render it harmless as directed. The Contractor shall resume Work in the affected area upon written notice from the A/E that (1) the suspect material was evaluated and found not to be or contain a Hazardous Material, or (2) the suspect material has been removed or rendered harmless. If the Contractor knowingly or negligently proceeds with the Work in an area where a Hazardous Material exists and has not been rendered harmless, the Contractor shall be solely responsible for all related claims, damages, losses, and expenses, including, but not limited to, attorney’s fees, arising out of or resulting from performing the Work in the affected area. The term “rendered harmless” means that the level of exposure is less than any applicable exposure standards set fort h in Applicable Law. In addition to the MSDS notebooks required on Site, the Contractor shall provide the A/E with a copy of all MSDS. At the completion of the Project, the A/E will forward the MSDS to the University. 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.

1. **Progress Cleaning**

The Contractor shall remove all waste materials, rubbish, and mud attributable to the Work to an appropriate disposal location at, or near, the Site. The Contractor shall perform weekly broom cleaning of hard flooring surfaces in the area of the Work. The Contractor shall remove, once each working day or more frequently as appropriate for the Project, all waste materials and rubbish from the disposal location at, or near, the Site. The Contractor shall remove, as appropriate for the Project or as the A/E or Owner directs, any waste materials or rubbish from areas adjacent to the Project. The Contractor shall dispose of waste materials, rubbish, and construction debris and in a lawful manner in approved recycling facilities or landfills. If the Contractor fails to clean up during the progress of the Work, the Contracting Authority may clean up on behalf of the Contractor and at the Contractor’s expense. If the Contractor fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, the Contracting Authority may also direct the local jurisdiction responsible for the area to have the area cleaned to its satisfaction at the Contractors expense.

1. **Use of Premises**

The Contractor shall use corridors, stairs, and elevators as designated by the Owner. The Contractor shall exercise extreme care to not exceed the carrying capacity of elevators or damage the cab interior in any way. Loitering or wandering through interior of buildings or exterior grounds outside the limits of the Work will not be permitted.

1. **Tobacco Policy**

The University property is tobacco free. The use of all types of tobacco products is prohibited in all university buildings and on all university owned properties, including parking lots, garages, and all outside areas. The full policy can be found at <http://hr.osu.edu/policy720.PDF>. The Contractor shall enforce these restrictions on any individual employed by the Contractor, or the Contractor’s Subcontractors.

1. **Parking**

Columbus Campus:

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. Permit prices and information can be found at this link: <http://www.campusparc.com/osu/permits/contractor-permits>.

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.

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.

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.

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.

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.

1. **Interruption of Existing Services**

Whenever it becomes necessary to interrupt existing services in use by the Owner or its tenants, including but not limited to sewer, water, gas, and steam lines, electric, telephone, and cable service, the Contractor shall continue the associated Work on a non-stop 24-hour per day basis until that Work is completed and the service restored, or at an alternate time required by the Contracting Authority. Before beginning that Work, the Contractor shall apply in writing to, and receive approval in writing form, the Owner, through the A/E, to establish a time when interruption of the service will cause a minimum of interference with the activities of the Owner and its tenants.

1. **Life Safety Inspections**

Life Safety Inspections shall be performed in the presence of the OSU Emergency Management & Fire Prevention Specialist and FOD Fire Shop personnel. Pre-Life and Life Safety Inspections shall be incorporated in the project schedule and cannot occur during mid-terms and finals week. Pre-Life and Life Safety Inspections shall be scheduled through the Project Manager and coordinated with the Building Occupants.

1. **Liability Insurance**

*Professional Liability*—Contractor and AE: If the Work to be performed by the Contractor includes any professional design services (including without limitation sprinkler and/or fire protection and other design/build work) the Contractor and AE shall maintain professional liability insurance with a per-claim limit of not less than $1,000,000 and an annual aggregate limit of not less than $2,000,000.

*General Liability*—Contractor: The Contractor shall maintain commercial general liability coverage that provides (1) an each-occurrence limit of not less than $1,000,000, (2) a general aggregate limit of not less than $2,000,000, and (3) a products and completed operations aggregate limit of not less than $2,000,000.

1. **Final Cleaning**

Before requesting the A/E’s Punch List review, the Contractor shall clean the site, remove waste materials and rubbish attributable to the Project, and restore the property to its original condition so that upon Contract Completion, the premises are ready for occupancy by the Owner. If the Contractor performs an Work after final cleaning, the Contractor shall clean the affected area as provided above so that upon Contract Completion, the premises are ready for occupancy by the Owner. Final cleaning shall be done to the reasonable satisfaction of the A/E and the Contracting Authority.

1. **Punch List**

The Project Manager and Contractor shall review the site and create a punch list. Within 3 days of the walkthrough the Project Manager shall provide to the Contractor a list of defective, incomplete, or unacceptable Work. Within 10 days after receipt of the Project Manager’s punch list and before the date of Final Construction Completion date, the Contractor shall complete all items on the Project Manager’s Punch List. After completing all items on the Project Manager’s Punch List, the Contractor shall provide a written request for Final Inspection of the Work to the Project Manager.

1. **Project Document Maintenance and Submittal**

During Construction the Contractor shall maintain in good order at a secure location on the Site a complete copy of all Contract Documents; Shop Drawings, Product Data, Samples and similar required submittals; manufacturer operating and maintenance instructions; certificates; warranties; and other Project-related documents, all marked currently and accurately to record field changes and selections made during construction and to show actual installation where installation varies from Work as originally shown and turn them over to the Project Manager prior to submitting final pay application.

1. **Before Final Acceptance**

The Contractor, as a condition precedent to execution of the Certification of Contract Completion, release of retained funds, and final payment, shall organize the As-Built Documents into manageable sets, bind the sets with durable paper cover sheets, and deliver the As-Built Documents to the A/E. The Contractor’s As-Built Documents submission shall include, but is not limited to:

* + Certificate of Occupancy
  + Inspection of certificates for pressure piping, elevator, boiler, electrical, plumbing or piping purification, etc.
  + Letter of Approval from the local fire authority or State Fire Marshal for the fir suppression system
  + Operation and Maintenance Manuals, organized into suitable sets of manageable size. Indexed data bound in individual binders, with pocket folders for folded sheet information and appropriate identification marked on the front and the spine of each binder.
  + Neatly and accurately marked sets of As-Built Documents, and other Contract Documents reflecting the actual construction of the Project.
  + Detailed Drawings reflecting the exact location of any concealed utilizes, mechanical or electrical systems, and components.
  + Assignment to the Owner of all warranties and guarantees, including the most recent address and telephone number of any Subcontractors or manufacturers.
  + An affidavit to certify that all Subcontractors have been paid in full for all Work performed or materials furnished for the Project.
  + Final certified payroll reports.
  + An affidavit to certify that the contract and each of its Subcontractors, regardless of tier, have complied with all requirements of ORC Chapter 4115.
  + By submitting the As-Built Documents to the A/E, the Contractor certifies that the As-Built Documents are complete, correct, and accurate.

**END OF DOCUMENT**