

ADDITIONAL GENERAL CONDITIONS (AGCs)
(Revision Effective 10/8/2021)

UNIVERSITY OF TEXAS AT AUSTIN
PROJECT MANAGEMENT & CONSTRUCTION SERVICES DEPARTMENT

BUILDING CONSTRUCTION CONTRACTS

NOTE: These Additional General Conditions are a part of the Contract Documents and take precedence over the Uniform General Conditions and are the standard procedures and contract administration requirements of The University of Texas at Austin, Project Management & Construction Services Department, for all building construction contracts, unless further modified by the specific project Owner's Special Conditions. They replace or are added to [if below indicated] the correspondingly numbered paragraphs of the Uniform General Conditions. The paragraphs and subparagraphs of said Uniform General Conditions not thus replaced continue in force, unaltered. Newly added numbered paragraphs below are added to the requirements of the Uniform General Conditions and are a part of the Contract Documents.

ARTICLE 1. DEFINITIONS

- 1.7 Close-out Documents... REVISE “..., record documents ...” to read “...as-constructed record documents...”**
- 1.10 [ADD] Contract Documents** also include the original RFP, Solicitation, related Addenda, all submitted responses to the RFP including the Execution of Offer, Pricing and Delivery Schedule, and Respondent's Questionnaire, and Change Orders issued after execution of the Contract.
- 1.25 Owner: [Add the following]** The agency for the State of Texas (Owner) for this project is The University of Texas at Austin.
- 1.26 Owner's Designated Representative (ODR): [ADD]** Direction from the ODR shall be confirmed by the Contractor in written form.
- 1.42 Unit Price Work: [Add the following]:** The maximum cost for work or material based on incremental units that shall include overhead, profit, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the Unit Price, etc. Unit prices to be used for adjusting the Contract Price for more work or less work or material will be 100% of these amounts. Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted unit price is complete and fully integrated into each project.

If, after the Contract Sum is established and contract signed, the Owner chooses to change the scope of work in an area described by Unit Prices, the Unit Prices proposed on the proposal form will prevail as a maximum cost in establishing a **change order proposal**. (Changes for work, based on unit prices for more or less quantity than the original Unit price, shall be negotiated based on any savings achieved). Said contract change order will be processed in the same manner as described elsewhere in these Specifications. Payment to Contractor cannot be guaranteed for any work performed outside the Contract which has not been formally processed, and included in a change order.

- 1.46 [Add the following] Additional General Conditions:** means the documents containing terms and conditions, which may be unique to The University of Texas at Austin. Additional General Conditions are a part of the Contract Documents and have precedence over the Uniform General Conditions.
- 1.47 [ADD] Alternates:** An alternate is an amount proposed by Proposers and stated on the Proposal Form that will be added to or deducted from Base Proposal amount to arrive at the original Contract Sum, if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in Contract Documents. Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted Alternate is complete and fully integrated into each project. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- 1.48 [Add the following] Confined Space:** The Contractor is responsible for reviewing the site for confined spaces and utilizing OSHA requirement, the Contractor must issue a permit for their workers when applicable, and maintain the required OSHA documents in the job site binder.
- 1.49 [Add the following] Contract Administrator:** means the PMCS representative that manages all phases of contracting on behalf of PMCS. This person ensures contract compliance with the administrative and contractual requirements of the contract.
- 1.50 [Add the following] Construction:** means to refer to Uniform General Conditions Section 1.44 “Work”.
- 1.51 [Add the following] Construction Inspector:** means the PMCS representative, designated in writing, responsible for monitoring the execution of the contracted work, including safety and health management of Contractor activities in alignment to their companies Safety Plan and the Emergency Action Safety Plan and for coordinating University work teams in support of the execution of work. The role of the Construction Inspector is to act as the Project Manager’s (PM) “eyes and ears” in the field to ensure, by physical oversight, that the technical, installation, safety, and environmental requirements specified in the contract are met by the Contractor.
- 1.52 [Add the following] Contractor Emergency Action Safety Plan:** means the Contractor will complete an Emergency Action Safety Plan for each project to ensure employee and property safety from fire and other emergencies according to OSHA 1926 requirements. The report will document hazard It must also document the path of evacuation in the event of a fire and the location all workers need to congregate in the event of a lock down situation. recognition, avoidance and prevention of unsafe conditions in the specific jobsite.
- 1.53 [Add the following] Imminent Danger** means any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm. An activity or situation that is likely to result in serious injury, death, or significant environmental or property damage.
- 1.54 [Add the following] Incident:** means an unintended and undesired event that results in (or has the potential to result in) any number of conditions such as injury or illness, death, environmental impact, or property damage.

- 1.55 [Add the following] Job Hazard Analysis (JHA):** means a process used for analyzing hazards an employee or Contractor faces and identifying measures to mitigate those hazards. Routine tasks are covered in a routine JHA. A task that is new or performed so infrequently it would not qualify as routine is covered by a non-routine JHA. Both must be completed before work begins by the employee's supervisor or crew leader, The JHA must be discussed with all employees on the work team, signed by each employee on the work team, and a copy must be kept on site. Non-Routine JHA's must be submitted to the PMCS Project Manager and Construction Inspector no less than five (5) work days prior to the start of the Non-Routine task.
- 1.56 [Add the following] Nonconformance:** means failure to comply with policies, procedures, drawings, specifications, contract requirements, adopted design standards, adopted building codes, or federal, state, local regulations and statutes that are in place at the time the drawings are Issued for Construction.
- 1.57 [Add the following] Competent Person:** means the federal Occupational Safety and Health Administration (OSHA) defines a competent person as "one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them." (Reference OSHA)
- 1.58 [Add the following] Qualified Person:** means a person who -- by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience -- has successfully demonstrated an ability and competence to solve or resolve problems relating to the subject matter and work.
- 1.59 [Add the following] Prime Contractor:** means the Contractor named in the contract with PMCS. Prime Contractors are responsible for their own, as well as of their subcontractors, compliance with all safety, health, and environmental codes, standards, and regulations.
- 1.60 [Add the following] Project Manager (PM):** means the PMCS representative with overall responsibility for a project. This person ensures the project is in compliance with all requirements and meets its goals including performance, schedule, budget, and safety. The Project Manager may also be referred to as the ODR.
- 1.61 [Add the following] Project Management and Construction Services (PMCS):** means one of the UT organizations responsible for managing and executing renovation construction projects.
- 1.62 [Add the following] Companies Safety Plan:** means the Construction companies Safety Plan is a general safety document, required by OSHA, governing the Contractor's approach to safety and work practices for the trades the Contractor will be using.
- 1.63 [Add the following] OSHA Construction Safety Standards:** Details of the standards can be accessed at <http://www.osha.gov>
- 1.64 [Add the following] Safe Work Practices:** means 29 CFR 1926.21(b)(2) requires employers to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury. A daily written Routine JHA and a jobsite meeting with all construction participants at the start

of each work shift must meet this requirement. JHA forms must be maintained by the Contractor in the job site binder.

- 1.65 [Add the following] Subject Matter Expert (SME):** means staff possessing special expertise, for example: industrial hygiene, confined space entry, Civil/Mechanical/Electrical engineer, Architect, or asbestos/lead abatement consultant/personnel.
- 1.66 [Add the following] UT Fire Prevention Services:** means the jurisdiction having authority for oversight of fire code compliance by conducting plan and specification reviews and on-site inspections and oversight of contractor testing.
- 1.67 [Add the following] UT Environmental, Health, and Safety (EHS):** means the University EHS Division responsible for providing services that promote safe and compliant facilities and ensure environmental quality for the University.
- 1.68 [Add the following] Work Area:** means an area within the limits of construction which may also be identified as the construction zone or site and any staging or storage areas assigned to the project regardless of their proximity to the actual project site and which may include areas or rooms dedicated to equipment storage or utility connections or sources.
- 1.69 [Add the following] Allowances:** means a specific amount included in the Contract to cover cost of work for a specific scope, when the materials or quality of the materials have not been selected. Any unused portion shall be returned to the Owner.
- 1.70 [Add the following] Job Order Contract Project Delivery Method Only:**
- 1.70.1 Job Order Sum:** means the total compensation payable to the Contractor for completion of the Work in accordance with the Contract Documents as originally contracted for and as subsequently adjusted by the Job Order and their associated Change Orders.
- 1.70.2 Job Orders:** means the work for a specific Job Order as defined by Statement, Drawings and/or Standardize Specification and Details, negotiated by unit prices from a standardized Unit Price Book, adjusted in cost by a Contractor's coefficient and the City Cost Index; and, criteria described in the Proposal documents.

ARTICLE 2. WAGE RATES AND OTHER LAWS GOVERNING CONSTRUCTION

2.2 Wage Rates:

2.2.1.1 [Add the following] The Contractor shall be prepared to submit each worker's notification and / or certified payroll statements if requested by the Owner. On all federally funded projects, using Davis Bacon Wage Rates, weekly payrolls are required to be submitted. See Section 7, Pricing and Delivery Schedule, of this RFP, to determine if the project requires compliance with the Davis Bacon Act. Also see Paragraph 2.2.5 of these AGCs (below).

2.2.4 [Add the following] Owner's Prevailing Wage Rate Determination

- 2.2.4.1 In accordance with the UGC, the Prevailing Wage Determination schedule shown below in paragraph 2.2.4.8 identifies the UT System Prevailing Minimum Wage Rate determination for Travis County.
- 2.2.4.2 The Owner may verify wage rate compliance in the field by interviewing workers. The Contractor shall assist the Construction Inspector with this task, including providing translation for non-English speaking workers.
- 2.2.4.3 The University of Texas at Austin is the contracting agency for this construction project. The following statute requires the contracting agency to specify the generally minimum rates of wages in contracts that are bid.

Government Code 2258
"Construction of Public Works in State and
Municipal or Political Subdivisions; Prevailing Wage
Rates to be maintained" and
The Uniform General Conditions
for University of Texas System Building Construction Contracts

- 2.2.4.4 Pursuant to the requirements of this statute, we have determined that the following rates of wages indicated in 2.2.4.8, are to be paid to various classifications of workers in the locality of this project.
- 2.2.4.5 Total hourly compensations to each worker must equal or exceed the minimum wage rates stated in the Wage Table in 2.2.4.8. Contributions by a worker toward health, pension, vacation, and the like are part of the worker's pay; contributions by the employer are not. Any dollar amounts shown in columns for health, pension, and vacation may be paid either in cash or in kind. Workers in classifications where rates are not identified shall be paid not less than the general minimum rate of "laborer" for the various classifications of work therein listed.
- 2.2.4.6 All hours of work over 40 hours per week are overtime and will be compensated at the rate of 1 and ½ times the regular wage.
- 2.2.4.7 Trainees/helpers, where not otherwise specified above, may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but a rate not less than 60% of the journeyman's wage or less than the Laborers (General) rate. At no time shall a journeyman supervise more than two of apprentices, trainees or helpers. All apprentices/trainees/helpers shall be under the direct supervision of a journeyman working as a crew.
- 2.2.4.8 The following wage rates are to be used for all projects at The University of Texas at Austin located in **Travis County, Texas**.

The University of Texas System Office of Capital Projects

Date: June 25, 2020

Construction Type: Building and Exterior

Improvements Area: Austin

Building Construction Trade Classification (Notes 1-4)	Prevailing Wage Rate
Building Automation (Note 5)	\$22.34
Carpenter	\$18.50
Concrete Finisher	\$18.25
Drywall/Ceiling Installer	\$20.00
Electrician	\$18.65
Elevator Mechanic	\$39.71
Fire Proofing Installer	\$16.00
Flooring Installer	\$16.75
Glazier	\$17.92
Heavy Equipment Operator (Note 6)	\$19.00
Ironworker	\$21.00
Laborer (Note 7)	\$15.00
Landscaper (Note 8)	n/a
Light Equip Operator/Driver (Note 9)	\$16.63
Low Voltage (Note 10)	\$14.16
Mason/Bricklayer	\$25.00
Painter	\$15.13
Pipefitter (Note 11)	\$24.00
Pipelayer (Note 11)	\$19.63
Piping/Ductwork Insulator	\$23.20
Plumber	\$24.00
Roofer	\$17.25
Sheetmetal Worker	\$24.28
Sprinkler Fitter	\$18.36
Tile Setter	\$19.00
Waterproofer	\$18.00

Notes:

1. Wages shown are for entry level, minimum wages for non-federally funded projects for each classification and do not include fringe benefits.
2. Should contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Rate Schedule will be or is being employed in the work, whether by Contractor or by Subcontractor, Contractor shall promptly inform Owner's Designated Representative (ODR) of the proposed wage to be paid for the skill along with any justification for same and ODR shall promptly concur with or reject the proposed wage classification.

3. Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar trades identified on the prevailing wage schedule. In no case, shall any worker be paid less than the wage indicated for laborers.
4. It is the responsibility of the contractor to classify the worker in accordance with the published classifications and demonstrate that workers are paid commensurate with determined rates.
5. Building Automation includes control module installation on mechanical system components, software programming and productivity related services.
6. Heavy Equipment Operator/Driver (over 30,000 lbs. Gross Vehicle Weight Rating with attached apparatus) includes but is not limited to tower crane erectors and all crane type operators (regardless of weight or horsepower) as well as utility, roadway work and other equipment operators.
7. Laborer includes Pre-Apprentices, laborers, workers, and helpers from the other Building Construction Trade Classifications.
8. Landscaper may include laborers, operators and truck drivers that should be classified in their respective Building Construction Trade Classification.
9. Light Equipment Operator/Driver includes truck drivers of single axle and semi-trailer up to 30,000 lbs. Gross Vehicle Weight Rating with attached apparatus, and equipment up to 75 horsepower that includes but not limited to operators of tractors, mower, skid steers, lifts including articulated boom / cherry pickers, multi terrain, earth moving and demolition equipment, compacts, trucks, utility, and road work equipment.
10. Low Voltage includes data / telecom, audio / visual and security installers, and technicians.
11. Pipefitter and pipelayer also includes exterior work in any above and below grade situation.

2.2.4.9 All other projects administered by and for The University of Texas at Austin, but **located outside of Travis County**, shall use the corresponding “**Davis Bacon**” Wage Rates as discussed in **Paragraph 2.2.5** of these AGC’s. This includes projects located at The Marine Science Institute located in Port Aransas, **Nueces County**, Texas; projects at The McDonald Observatory located near Fort Davis, **Jeff Davis County**, Texas; projects at the Winedale Historical Complex in **Fayette County**, Texas; and projects at various other Counties within Texas. Even-though the above “non-Travis County” projects are required to use the most current Davis Bacon Wage Rates, weekly payrolls will not be required UNLESS the projects are federally funded. (See requirements in Paragraph 2.2.5 of these AGC’s). The Contractor shall obtain the latest related wage determination from the Davis Bacon web site as of the bid date of the project and shall submit to the owner the wage determination with the execution of the contract (if they are the selected / awarded Contractor).

2.2.5 **[Add the following]** Projects, where funding is solely or partly from federal funds or federal grants, shall require the Contractor to use the Davis Bacon “Wage Determinations On Line.gov” for the County of the location of the project, in lieu of the above-referenced table for Travis County. The Contractor shall obtain the latest related wage determination from the Davis Bacon web site as of the bid date of the project and shall submit to the owner the wage determination with the execution of the contract (if they are the selected / awarded Contractor). The web page address is:

<http://www.wdol.gov/dba.aspx#0>

These requirements include all requirements of the Davis Bacon procedures including submission of weekly payroll statements, etc.

2.2.5.1 PROJECTS THAT INCLUDE FEDERAL FUNDING AND THEREFORE REQUIRE ADHERANCE TO THE ABOVE DAVIS BACON WAGE DETERMINATIONS SHALL BE INDICATED IN THE INDIVIDUAL PROJECTS OWNER'S SPECIAL CONDITIONS PARAGRAPH 2.2.5.2.

NOTE: IN JOB ORDER CONTRACTING (JOC) PROJECTS NOT HAVING OWNER'S SPECIAL CONDITIONS, THE DETERMINATION IF FEDERAL FUNDING APPLIES, MAY BE STATED IN THE REQUEST FOR PROPOSAL.

2.2.5.2 (SEE SECTION 7, PRICING AND DELIVERY SCHEDULE OF THIS FOR DAVIS BACON REQUIREMENT STATEMENT)

ARTICLE 3. GENERAL RESPONSIBILITIES OF OWNER and CONTRACTOR

3.1.1 Preconstruction Conference:

3.1.1.1 **[ADD]** The Contractor must submit at the Preconstruction Conference or within **SEVEN (7) CALENDAR DAYS** after receipt of the contract by the Contractor no later than fourteen [14] calendar days after receipt of the Notice to Proceed, the Contractor shall present to the Architect / Engineer for his approval: their Work Progress Schedule including key milestones and including inspection requirement activities based on their schedule; equipment proposed; contract price breakdown and schedule of values broken out by labor and material costs as required in Article 10.2; materials storage requirements; utility requirements the companies Safety Plan and the Emergency Action Safety Plan and the Safety Data Sheets for products to be used on the projects with copies placed in the job site binder.

3.1.2 Owner's Designated Representative:

3.1.2.2.1 **[ADD]** An exception will exist to the requirement that all directives on behalf of the Owner be conveyed in writing under the following circumstances:

3.1.2.2.1.1 It is observed by the Project Manager, Construction Inspector, University Safety Representatives or any person employed by PMCS with authority that an unsafe condition may exist;

3.1.2.2.1.2. It is observed by the Project Manager; Construction Inspector; University Safety Representatives or any person employed by PMCS with authority; that in their

opinion, work is not being performed in accordance with the Project Documents.

- 3.1.2.2.1.3 In either or both of these two situations, a verbal directive may be given by one of these University representatives to “Stop Work”, or to redirect the Contractor work away from the area(s) of concern until all discrepancies are resolved.

3.3 Contractor’s Responsibilities:

- 3.3.2 [ADD] Contractor’s Management Personnel: A superintendent shall be on site at all times while work is in progress. No worker under the age of 18 years old shall be on a job site. A superintendent (with OSHA 30, or higher, certification shall be on site at all times while work is in progress.

EXCEPTION: At the Project Manager’s discretion, a project delivered through Job Order Contracting may be authorized to utilize a part-time, OSHA 30 certified, Superintendent who has experience with similar renovation projects throughout the campus.

- 3.3.8.2 [ADD] As soon as practicable after the notice of Intent to Award, and before the execution of the Contract, the Respondent to be awarded the contract shall submit to the Owner and Architect / Engineer for approval, a list of all subcontractors that the respondent and/or their major subcontractors propose for the construction of the project. This applies to all delivery methods for construction.

3.3.12 Ancillary Areas:

- 3.3.12.2 [REVISE] **The Contractor may NOT erect temporary buildings unless they have received prior written consent by the ODR.**

- 3.3.12.5 [ADD] **Contractor Use of Premises:** The Contractor shall limit his use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public.

- 3.3.12.5.1 **ONGOING CAMPUS OPERATIONS:** The Contractor shall make every effort to avoid disruptions to ongoing campus activities and to maintain a safe environment for students, faculty, and staff in the areas adjacent to each project. Campus utilities must not be interrupted except when scheduled and approved in advance through established channels.

- 3.3.12.5.2 **Proposers are responsible for having visited the site and having determined the general and specific working conditions and limitations, ingress and egress capabilities, any needed measurements, calculations, or special equipment requirements.** Failure to do so, for any reason, will not relieve the proposer from responsibility for successfully performing and completing the work, without additional expense to the University.

- 3.3.12.5.3** Contractors are not authorized to modify work schedules without the approval from the ODR or Construction Inspector. Work will be suspended on the Main Campus the Thursday prior to Commencement through the Sunday morning after Commencement. Exterior staging and parking areas must be cleared of fences and storage.
- 3.3.12.5.4** Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.
- 3.3.12.5.5** **SCHEDULE:** The Contractor shall submit a construction schedule which meets the specified construction completion date and accounts for the special requirements of no-work period(s) above. These periods shall not be considered acceptable justification to appeal the assessment of liquidated damages in accordance with Article 9.11 or as the basis for Contractor claims associated with Owner-caused delays.
- 3.3.12.5.6** **NOISE CONTROL:** Equipment locations and timing or sequence of work operations shall be coordinated so as to not conflict with the Owner's continuing use of adjacent buildings and/or create any interference with scheduled meetings or events. **This particularly is of concern during semester (fall, spring and summer sessions) final exam periods and final exam study periods.** The Contractor must curtail all objectionable noise operations so as not to disturb classes and exams, etc. **At no time will contractors be allowed the use of stereo systems or radios (except handheld communication radios) on campus.**
- 3.3.12.5.7** Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials, unless approved in advance by the Owner.
- 3.3.12.5.8** The Contractor shall be responsible for the protection of existing building surfaces, both interior and exterior, utilities, exterior structures, pavement, sidewalks, grass, trees and plant materials, irrigation systems, and all component parts and equipment. Any damage to existing areas will be repaired at the responsibility of the Contractor with the approval of the Owner. Repairs not satisfactorily completed will be done by the Owner and deducted from the Contractors contract amount.
- 3.3.12.5.8.1** Upon completion of work, Contractor shall provide solid **Zoysia Palisades** sod, as approved by Owner, over grass set-up areas and any previously sodded area that was damaged by construction activity. Prepare and place as recommended by sod supplier and provide erosion control blankets to prevent erosion until sodded areas are

established. In set-up areas where existing shrubbery is damaged, Contractor shall match size, type, and spacing of adjacent, undamaged shrubs and install per recommendations of supplier. Contractor is responsible for maintenance of all new landscaping until it is established and can be sustained by the Owner's established maintenance schedule.

3.3.12.5.8.2 Provide covered and protected walkways as indicated on Plans and at each building entrance or pedestrian route over which work may occur or that is near ongoing work.

3.3.12.5.8.3 Repair all damage to irrigation system with a licensed irrigation specialist.

3.3.12.5.9 No storage will be allowed outside the building unless previously approved by the owner.

3.3.12.5.10 Storage of materials to be used in the contract is the responsibility of the Contractor. The Owner may provide an area to store materials. The security of the storage area is the responsibility of the Contractor. Contractors are encouraged to limit storage of materials to a minimum. Material storage is not allowed for pesticides and other hazardous materials that are the property of the Contractor. Storage and set-up will be allowed only at the locations indicated on Plans and shall be enclosed with self-supporting 6' tall chain-link fencing (unless specifically indicated elsewhere in the contract documents). **Lock gate when not in use with contractor's lock connected to a UT padlock provided by the Construction Inspector for access in emergencies by UTPD.**

3.3.12.5.11 Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials to the areas indicated. If additional storage is necessary, contractor should, with approval from the Project Manager, obtain and pay for such storage off site.

3.3.12.5.12 Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place. Vehicles used to transport persons must display a valid parking permit issued by the Parking and Transportation Department at all times.

3.3.12.5.13 **Minimal allocations shall be provided for Contractor parking and staging. Each project shall be coordinated through the Construction Inspector. Additional parking and staging shall be the responsibility of the Contractor**

(through UT Garages (with fees) or off-site locations). Contractor shall be responsible for compliance.

3.3.12.5.14 All vehicles parked on University property must have a **University issued parking permit**. Contractor shall make every effort to carpool when possible. This requirement includes contractors utilizing small electric carts. All parking regulations will apply to these carts and permits must be visibly placed on the windshield of the cart.

3.3.12.5.15 **Employee Background Check: For any projects located in residence halls, child care facilities, areas of high security, projects near controlled substances or areas and other projects as specifically required,** each individual who will come onto the University Campus under this Agreement will be an employee of Contractor or an employee of a permitted subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the work under this Agreement. Prior to commencing its operations under this Agreement, Contractor will (1) provide University with a list (“List”) of all individuals who may be assigned to perform the service, and (2) have an appropriate criminal background screening performed on all such individuals. Contractor shall determine on a case-by-case basis whether each individual assigned to perform the services is qualified to provide such services. Contractor will not knowingly assign any individual to provide services on University’s Campus who has a history of criminal conduct unacceptable for a university campus, including violent or sexual offenses. For any contractor employee with criminal convictions, the contractor shall review the nature of the offense, but not the name of the employee, with the Project Manager or Owner’s representative who may make a recommendation to the contractor of whether the employee should be allowed to work under this agreement. Contractor will update the List each time there is a change in the individuals assigned to perform the services. Prior to commencing performance of the services under this Agreement, Contractor will provide University a letter signed by an authorized representative certifying compliance with the section of the Agreement. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform the services.

3.3.12.5.16 **Keys and Access Cards:** The University Residence Halls and other specific projects may have a card access system, which prohibits unauthorized access. Contractors **requiring card access must complete an application for a University identification number and, upon receipt of an approved background check from The University, they will be issued a**

card based on the access needed to complete the job. These cards will be activated only for the days of the contract and only for the hours that the Contractor is allowed to work. The Contractor shall immediately notify the Owner if an access card or key cannot be accounted for. University Residence Halls and University Apartments have controlled keyways, which restrict access. Contractors will be issued a key (or keys) to gain access to their job site. All doors, whether card access or controlled keyway, shall be kept locked at all times by the Contractor. Doors shall not be propped open at any time.

3.3.12.5.17 **Security:** The Contractor assumes all liability for any action which may occur as the result of failing to secure an area. Additionally, the Contractor assumes all expenses incurred as the result of the loss of a security access card or key. As the result of the loss of a master key, an entire building may have to be re-keyed, with the expense charged to the Contractor.

3.3.12.5.18 **Tobacco-Free Campus:** **The University of Texas at Austin is tobacco-free.** The use of tobacco products is prohibited in all University buildings and on all University grounds, including Main Campus and all outlying facilities. This includes but is not limited to construction trailers, sidewalks, walkways, attached parking structures and university owned buildings. The University Policy can be found on the University website at: www.utexas.edu/tobaccofree.

3.3.12.5.19 All employees of the Contractor, while on the job site, shall maintain appropriate appearance. This shall include proper dress for the job (i.e. shirt and shoes to be worn at all times). This shall also include **a photo identification badge worn so as to be conspicuous to everyone.** A Contractor's employee may be asked to show identification by the Owner's staff at any time. All persons on the site shall wear all required personal safety devices as required by OSHA and all requirements of the contract documents.

3.3.12.5.20 All employees of the Contractor shall maintain proper conduct in regard to personal actions and contact with students or staff members while on University property. This shall include limiting relations or interference with students or staff to circumstances required by the job. This shall also include no drug and/or alcohol use and no profane language. Any employee of the Contractor engaging in improper conduct will be required to be permanently removed from the job site.

3.3.12.5.21 The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, or disability.

- 3.3.12.5.22** Maintain the existing building in a safe and weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
- 3.3.12.5.23** Keep public areas such as hallways, stairs, elevator lobbies and toilet rooms free from accumulation of waste material, rubbish or construction debris.
- 3.3.12.5.24** The Contractor is responsible for disposal of all waste generated to be placed in any University trash containers, litter containers, or dumpsters. No chemical or other liquid or solid wastes are allowed to enter storm sewers. The use of sanitary sewer drains for liquid disposal shall be in accordance with manufacturer's requirements and only with prior approval by Owner. The Owner reserves the right to determine the appropriate location for sanitary sewer disposal or to deny the use of sanitary sewers for certain materials. The Contractor assumes all liability for improper waste disposal and for repaying the University for expenses which may result from violations of this section. Also refer to disposal requirements in Article 18.
- 3.3.12.5.25** Open fires will not be permitted within the building enclosure or on the premises.
- 3.3.12.5.26** **Contractor may utilize** designated toilet rooms for use by the Contractor's personnel. Toilets **rooms** used shall be left in a clean and fully operational condition, to the satisfaction of the Owner.
- 3.3.12.5.27** The Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs associated with the work. It shall be the duty and responsibility of the Contractor to comply with all pertinent sections of the Occupational Safety and Health Act of 1975, and all amendments thereof, as well as all requirements of the contract documents. The Contractor shall do all things necessary and provide all equipment and labor necessary to protect students, staff, faculty, and the general public from dangers associated with the contract. Walkways, parking areas, and other areas surrounding the job site will be in use and given priority. The University shall not be held responsible for failure of the Contractor to perform the job in a safe manner.
- 3.3.12.5.28** **Owner Occupancy:** The Owner and students will occupy the existing building **and areas surrounding the project site** during the entire period of construction. Cooperate fully with the Owner or his representative during construction operations to minimize

conflicts and to facilitate Owner usage. Perform the work so as not to interfere with the Owner's operations.

- 3.3.12.5.29** Protect Owner's and User's facilities and property throughout the Project with which the Contractor comes in contact. Contractor shall photo-document site prior to construction and document any existing damage that might be misconstrued as damage due to his construction activities. Make the observations known to the Owner immediately.
- 3.3.12.5.30** Do not load any structure such that it endangers the structure. If a determination of a structure's ability to sustain construction loads is required, it is the responsibility of, and at the expense of, the Contractor to retain a structural engineer (registered in the State of Texas) to determine the adequacy of the structure to sustain the loads in question.
- 3.3.12.5.31** Contractor assumes full responsibility for protection and safekeeping of equipment on premises.
- 3.3.12.5.32** Request permission of the Construction Inspector a minimum of SEVEN (7) CALENDAR DAYS in advance if it is desired to block public thoroughfares. Construction Inspector's permission must be received prior to any closings. Contractor shall provide all signage and labor required to create and maintain altered traffic flow.
- 3.3.12.5.33** Report any incident or injury by phone, text and/or email, including the word URGENT in the subject line, within 24 hours of the incident to the Project Manager, the Construction Inspector and the Safety Inspector. A follow up Incident Report in writing to Project Manager, the Construction Inspector and the Safety Coordinator within 48 hours of occurrence of an unusual or significant event. Report shall include chain of events, participants, response, consequences, and evaluations.
- 3.3.12.5.34** Perform the work with qualified personnel.
- 3.3.12.5.35** Dispose of all trash, debris, or removed material at a legal site.
- 3.3.12.5.36** Provide sufficient manpower to ensure the maintenance of environmental controls.
- 3.3.12.5.37** Maintain a project log throughout the construction period and provide to Project Manager upon his request.
- 3.3.12.5.38** All roof access shall be **coordinated with the Construction Inspector for proper notification to occur and for access**

to be provided to the contractor prior to any contractor attempting to access a roof.

3.3.12.5.39 Use of Elevators for Construction

3.3.12.5.39.1 Prior to use, the Elevator must be protected to prevent damage to Cab finishes, Car and Hall Fixtures. This includes flooring and ceilings.

3.3.12.5.39.2 Utilities / Elevator Section Shall be contacted prior to using Elevators for Construction. This is to ensure there are no outstanding issues with using the Elevator or special requirements. The Inspection is to be arranged with the University TDLR licensed QEI Inspector.

3.3.12.5.39.3 The Elevator Cab Finish must be protected throughout the entire cab. Protection can be achieved by applying Styrofoam against shell wall and covering with Plywood. Cab Floors shall be protected with Masonite.

3.3.12.5.39.4 At the Contractors expense, the protection of: finish floor, cab panels, drop ceiling, or handrails shall be required. Some of these items may be removed and stored in a safe place prior to the start of the Construction Project.

3.3.12.5.39.5 Elevators used during the Construction Phase shall be placed on “Independent Service” and should be used only by Construction Personnel to prevent accidents involving the general public. . The Elevator shall remain on Independent Service anytime the Elevator is used for carrying Construction materials or tools. If the Elevator is located in a building containing only one unit, this Elevator shall be released to the General public as soon as Construction material has been moved. Signs shall be placed on each floor indicating the Elevator is being used for a construction project on the specified floor and will from time to time be out of service to the general public. A contact name and number shall be on this sign to allow building occupants access to scheduling use of Elevators during critical use times.

3.3.12.5.39.6 At no time shall the car top escape hatch be opened without first contacting the Utilities Elevator Section. **NO EXCEPTIONS**

3.3.12.5.39.7 Machine Rooms of Elevators Operated for Construction Use shall be off limits to all Construction Personnel. Only Elevator Personnel or those accompanied by the Elevator Contractor shall be allowed in these Equipment areas. When

extended work is required in the Elevator Machine Room the Elevator disconnects shall be LOCKED & TAGGED OUT of Service by the Elevator Contractor. Upon completion of Machine Room work the area shall be cleaned and restored to the same level of cleanliness the room was prior to the start of the project.

3.3.12.5.39.8 Upon Completion of Project the Elevator shall be Refurbished Completely, including the **refinishing or replacement of ALL excessively worn or damaged items**. This includes refinishing all scratched finishes, and/or replacement of all items *including but not limited to*, Doors, Tracks, Sills, Jambs, Headers, Transoms, Cab enclosure, Flooring, ceiling Panels, Car and Hall Operating Panels, that are found to be dented or damaged beyond means of refinishing. If the Construction should create excessive amounts of dust and debris within the hoistway the Elevator Servicing technician at the expense of the Construction Contractor will preform this cleanup. It shall be at the owner's discretion whether the finish of an item is acceptable.

3.3.12.5.39.9 All door equipment shall be routinely, inspected, and refurbished as required to provide service of the same condition existing prior to the start of the Construction Project. All door Gibbs shall be replaced on both the Car and the Hall Doors at the expense of the Construction Contractor **prior** to Project Closeout.

3.3.12.5.40 **Campus Carry:** Contractor shall abide by **all** the requirements of Texas Government Code, Section 411.2031 on Concealed Handguns **and** the University of Texas at Austin Campus Concealed Carry Policy that identifies all designated Exclusion Zones including, but not limited to, any persons prohibited from carrying concealed guns within on-campus residence halls, except in common areas such as lounges and study areas. The Contractor shall be responsible for ensuring any Contractor employee, subcontractor, vendor, etc. that enters the Contractor's job site adheres to all the requirements of Section 411.2031 and the University's Policy. Information can be located at:

Texas Government Code, Section 411.2031:

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.411.htm#411.2031>

The University of Texas at Austin Campus Concealed Carry Policy:

<https://www.policies.utexas.edu/policies/campus-concealed-carry>

University Campus Concealed Carry Website:
<https://campuscarry.utexas.edu/>

Frequently Asked Questions:
<https://campuscarry.utexas.edu/faq>

ARTICLE 5. BONDS AND INSURANCE

5.1 Construction Bonds:

5.1.10 [Add paragraph] Time for Bond Submissions: Performance and Payment Bonds shall be submitted by the Contractor to The University of Texas at Austin, Project Management & Construction Services Contract Administrator at the same time which the executed contract is due back to the Contract Administrator as indicated in the Proposal and as follows. Completed Bonds shall be received within **SEVEN (7) CALENDAR DAYS** after receipt of the Contract by the Contractor (unless a different number of days is specifically indicated for the project). No contract will be signed without the Owner having received the executed Bonds.

5.2 Insurance Requirements: [Add the following] Certificates of insurance shall be submitted by the Contractor to The University of Texas at Austin, Project Management & Construction Services Contract Administrator at the same time which the executed contract is due back to the Contract Administrator as indicated in the Proposal and as follows. Completed insurance certificates shall be received within **SEVEN (7) CALENDAR DAYS** after receipt of the contract by the Contractor (unless a different number of days is specifically indicated for the project). No contract will be signed without the Owner having received the executed insurance certificates. The name of the project, project number, contract number, and other information shall appear on each insurance certificate along with expiration date of each policy as may be required by the Owner.

5.2.2.1.3 [Add to this paragraph] This insurance is only required if the project scope includes the abatement of asbestos containing materials. If required, the insurance may be furnished by the abatement subcontractor with the Contractor and Owner listed as additional insured's.

ARTICLE 6. CONTRACT DOCUMENTS

6.1.1 Copies furnished: [Add the following] The Contractor shall be furnished, if requested, ten (10) complete sets of drawings and specifications after the award and execution of the contract at no expense to the Contractor. If the Owner has additional sets returned, or sets not used from the bidding process after internal distribution, those will be made available to the Contractor, if needed.

6.1.4 [ADD] Field measurements govern over small-scale drawings.

6.1.7 [ADD this paragraph] Original Drawings and Specifications: The original drawings and specifications of existing buildings may be available to the Awarded Contractor. Contact the Project Manager to arrange their review. Owner does not warrant or make any representations

as to the current accuracy, suitability or completeness of this information furnished to Contractor by Owner or its representatives.

6.2.4 **[Revise this paragraph]** Prior to requesting Substantial Completion Inspection, or no later than submittal of final pay application, Contractor shall furnish for review and approval by the ODR and AE a complete set of “marked-up Record Documents” plans and specifications that reflect all changes to the contract documents [these documents may be annotated by hand or corrected by CAD (preferred) but must be clearly legible]. Concurrently with furnishing these record drawings, furnish: a preliminary copy of each instructional manual, maintenance and operating manual(s); parts catalog; wiring diagrams; spare parts; specified written warranties and like publications; parts for all installed equipment, systems, and like items and as described in the Contract Documents. All items identified in this section shall be scanned and submitted on a CD/DVD, as required by the Contract Documents.

6.2.4.1 **[ADD]** Prior to Substantial Completion Inspection, Contractor must complete and furnish to ODR and AE the Equipment Add-Update-Retire Form (formerly the Equipment Add-Delete-Modification Log), documenting all equipment they have added (installed), retired (demolished), abandoned (left in place but no longer operable), or updated throughout the project. (Format of this form shall be furnished to Contractor.)

6.2.4.2 **[ADD]** Prior to submittal of final payment application, Contractor must submit warranty information; Contractor Affidavit of Bills Paid; Contractor’s Affidavit of Payment of Debts and Claims; Consent of Surety for Final Payment; notarized Certificate of No Asbestos/Lead/Toxic Material Containing Materials or Work and no other hazardous materials were installed per UGC Article 13.7; evidence that all keys have been returned to the Lock and Key Shop; O&M Manuals; other Final Submittals required by Contract Documents; unused allowance; and pending Change Orders.

6.2.5 **[Revise the paragraph]** Once determined acceptable by Paragraph 6.2.4, Contractor shall provide -- in electronic format as specified herein -- all Instructional, Operating and Maintenance manual(s); approved submittals; approved shop drawings; and Equipment Add-Update-Retire Forms (formerly the Equipment Add-Delete-Modification Log). All other items as required by the Contract and Paragraph 6.2.4 above shall be submitted as an original, hardcopy document.

6.2.5.1 **[ADD]** All small format (11”x17”) or smaller photographs, cut sheets, sketches, instructions, diagrams and graphical literature, shall be scanned at a resolution of at least 300 DPI to produce sufficient quality to allow zoom features and readable prints. Color charts or other documents where color is required to convey full information, shall be scanned in color. Color line drawings shall be scanned at 200 DPI to avoid excessive file size.

6.2.5.2 **[ADD]** All electronic format documents shall be scanned into a single file in current version of Adobe PDF with expandable indexed file structure organized according to CSI format and bookmarked to at least Division and Section level and searchable by keyword.

6.2.5.3 [ADD] Proper labeling must appear on the disk and jewel case to include the Owner's name (The University of Texas at Austin); project number (CP number); project title; contents of the CD/DVD (O&M Record Documents Div 1-12 as an example); the sequence number of the disk, if part of a multi-disk set (i.e. DVD 1 of 3); and the archive date. CD/DVD labels must not be adhesive labels

ARTICLE 7. CONSTRUCTION SAFETY

7.1 General: [Add] The Contractor shall submit their Company Safety Plan and prepare a Contractor Emergency Action Safety Plan for the project along with Safety Data Sheets for all products to be used on the project with copies placed in the job site binder and submit to the ODR, Engineer/Architect of Record (aka A/E or PSP), and the PMCS Construction Inspector no later than three (3) Calendar days prior to Notice to Proceed, or at the Preconstruction Conference; whichever date is sooner. A copy of these documents must be maintained in the jobsite binder at all times throughout construction.

7.1.1 Abatement: Safety Data Sheets for all chemicals, solvents, thinners or any other product capable of producing odors must be submitted and approved by the PSP, PM, and Construction Inspector prior to approval to proceed with any abatement process. It is the responsibility of the Contractor to verify the product delivered to the site complies with the approved Safety Data Sheet prior to allowing the abatement subcontractor to begin work.

7.1.2 See Appendix 2 for Potentially Noxious Compounds and Odor Thresholds

7.4.2 [Revise first sentence to read] Supply ODR, A/E, Project Manager and PMCS Construction Inspector with an Incident report no later than twenty-four (24) hours after the occurrence of the event. Depending on the severity of the incident, the PMCS PM, A/E or Construction Inspector may request a Root Cause Analysis of the incident with focus on preventative measures for future work on the site by the Contractor.

7.7 [ADD this section and subsequent Section 7 subsections] The University of Texas at Austin Specific Safety Requirements:

7.7.1 Purpose: To ensure that contracted construction work is completed in compliance with Occupational Safety and Health Administration (OSHA) and industry standards. Safety compliance shall be considered at all phases of contracted construction work performed for the University of Texas at Austin (UT) Project Management and Construction Services (PMCS). Contracted personnel and their subcontractors at all tiers shall be fully aware of their legal and contractual responsibility to prevent occupational accidents and injuries.

7.7.2 Standards & References: The following standards or references apply to all construction work performed for PMCS:

Part 1926, "Safety and Health Regulations for Construction (29 CFR 1926)

Title 29, Code of Federal Regulations, "Labor"

Part 1904, "Record Keeping"

Part 1910, "Occupational Safety and Health Standards" (29 CFR 1910)

"The Contractor's Guide to Working Successfully at the University of Texas at Austin" published by PMCS.

“The Current Uniform General Conditions for University of Texas System Building Construction Contracts”

7.7.3 (Not Used)

7.7.4 (Not Used)

7.7.5 **Requirements:**

7.7.5.1 **Safety Plan:** An OSHA approved Safety Plan is a written document that describes the process for identifying the physical and health hazards that could harm workers, procedures to prevent accidents, and steps to take when accidents occur. OSHA recommends that each written plan include the following basic elements:

7.7.5.1.1 Hazard Communication (29 CFR 1910.1200 (e)- Chemical worker right-to-know plan;

7.7.5.1.2 Emergency Action Plan and Fire Prevention Plan (29 CFR 1910.38 and 29 CFR 1910.39))

7.7.5.1.3 Bloodborne Pathogens Exposure Control Plan (29 CFR 1910.1030 (c))

7.7.5.1.4 HAZWOPER Safety and Health Plan (29 CFR 1910.120b)

7.7.5.1.5 Respiratory protection; Contractor issued permits for Confined Space Work and Lock Out/Tag Out of Energized Systems; Process Safety Management; Construction Fall Protection; Construction Trenching and Excavations.

7.7.5.1.6 The University of Texas at Austin requires scanning using Ground Penetrating Radar prior to coring, drilling or saw cutting concrete to document locations of rebar, conduit and beams. Contractor must refer to project specifications and plans prior to proceeding with work of this nature or secure specifications from the Structural Engineer of record.

7.7.6. **Contractor Reporting of Safe Work Practices:**

7.7.6.1 [REVISE] Lock Out Tag Out- The Contractor must take a date and time stamped photo of the Lock Out & Tag Out of any energized system and submit these photos to the PM and Construction Inspector **using electronic mail within 24 hours.**

7.7.6.2 **Job Hazard Analysis (JHA)and Job Briefings:** *The Job Hazard Analysis and Job Briefing Process* (OSHA Publication) is intended to provide advance planning of project and site specific safety controls, PPE assessments, hazard identification and mitigation strategies, key Points of Contact, and emergency response information for a specific project, job, or task. The Contractor must prepare one prior to each task, conduct a pre-work meeting with the workers who will be performing the task and the workers must sign the JHA.

7.7.6.3 Non-Routine JHA's shall be prepared by the Contractor. Non-Routine JHA's, may include tasks such as: Rope Access Work Plan/JHAs, Incidental, Medium, Heavy, and Critical Lift Plans, Trenching Plans and Confined Space Work and shall be submitted to the PMCS Project Manager and Construction Inspector for review No less than five (5) Work days prior to starting the task.

7.7.6.3.1 **Permits (Authorizations)-To-Work (Confined Space, Welding/Cutting, Hot work, Electrical Hot Work)** Permits to work in Confined Space; performing Hot Work; Lock Out Tag Out (LOTO) of energized systems or welding/cutting requires the Contractor issue their companies "Permits to Work" permit and to post it visibly on the project site. The Contractor must also complete the appropriate Job Hazard Analysis for the work that will be performed. These work tasks must be discussed prior to scheduling as part of the project weekly meeting to verify proper University of Texas approval has been secured (Fire Protective Services/Fire Safety Services Shop, Utility Department, Zone Shop and Building Management). Permits must clearly note the Date, Capital Project number, Specific location and floor including applicable room numbers; The Description of work being performed; the name of the person/company performing the work; and it must be signed off by the Prime Contractor. The permit must have a start date and time and an expiration date and time for the permit.

7.7.7 Site Control, Signage and Access:

7.7.7.1 Access to Construction Sites: The Project Manager and Contractor will define who is authorized to enter the construction site. Other personnel desiring access to a construction area must, except for emergencies, obtain approval to enter the construction premises from the Contractor's Superintendent, the PMCS Project Manager, Construction Inspector or emergency personnel.

7.7.7.2 **The Contractor has the support of the University of Texas to request anyone not in compliance with their Safety Plans and posted signage to leave the site immediately. This includes anyone who enters an active jobsite without proper Personal Protective Equipment.**

7.7.7.3 **Project and Safety signs shall be placed at each project entrance and on fenced parking and storage areas. The sign must include: The company name and Logo, Building name and Project Number, Project Name, job site location (floor, room number, etc.), Contractor's point of contact, after work hours and emergency contact numbers and the UT Police Department and building emergency contact phone numbers. Interior project signs shall be a minimum of 11 x 17" and exterior signs must be a minimum of 24" x 24" and of a waterproof material.**

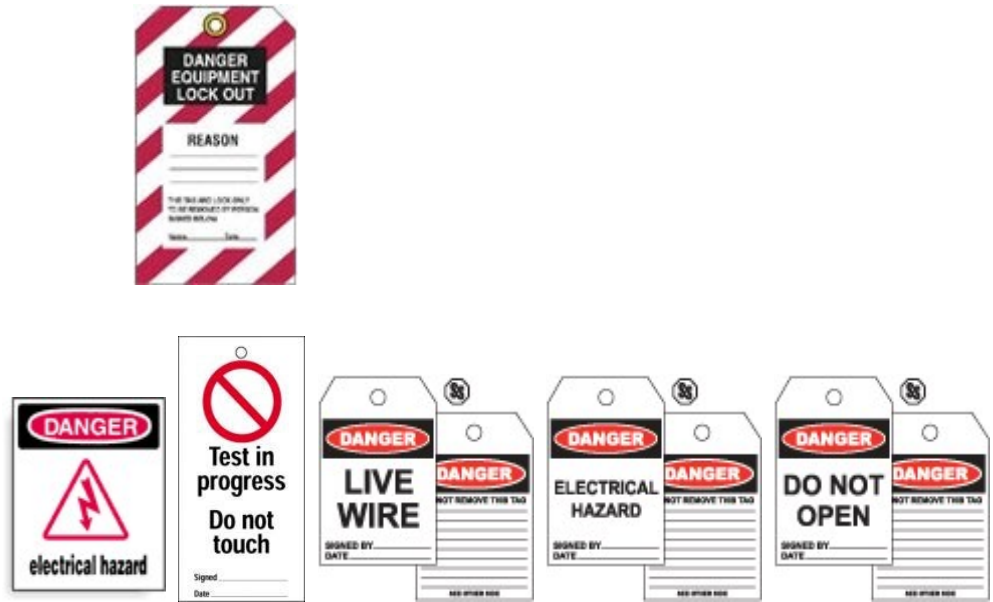
Visitors to the site must obey all safety regulations and signs, wear appropriate Personal Protective Equipment (PPE) comparable to the PPE requirements for workers on the project, and follow special instructions posted by the Contractor.

7.7.7.4 Project and safety signs shall be placed at each project entrance and on fenced parking and storage areas that includes: the Contractors company name/logo, building/project number, project description (include job site location (floor, room number, etc.), Contractor’s point of contact/afterhours/emergency numbers, UT Police Department emergency contact numbers. Interior project information signs shall be a minimum of 11” X 17” and of a water resistant material. Exterior project information signs shall be a minimum of 24” x 24” and of a waterproof material.

Company Name/Logo
Building Name/Capital Project No: XXX-CPXXXXXX
Project Description/Title
Start Date:
Finish Date:
Architectural firm name:
Contractor Name
PM/Super: phone XXX-XXX-XXXX
PMCS Contact No.: 512-471-3042
Emergency No.: UT Police Dept.: 512-471-4441 or 911 from a building landline
Emergency After Hours: 512-471-2020

7.7.7.4.1 In addition, signage shall be posted along with other special notifications and PPE requirements that the Contractor has determined to be required from their OSHA required hazard analysis and PPE assessments. Note: All safety signs shall be OSHA approved formats.

7.7.7.4.2 Any of these signs, as appropriate, shall be placed at switches and breaker panels (Main points of feed) and used with “Lock-Out” tag below along with lock-out device on all energized systems. If breakers are altered or disconnected, a tag/notification indicating “Out of Service” (by breaker number) shall be posted on the breaker panel Standard “Lock-Out” Tag or equivalent.



7.7.7.4.3 To be used at energized open panels, troughs and switches along with barricades, cones, plastic chain or danger tape to inform unqualified persons of the hazard. Note: all exposed wires shall have wire nuts installed and placed within the junction box at all times while unattended. If testing circuits, hang tags (“Live Wire” & “Test in Progress”) at all points of exposed wiring, panels, troughs and switches. A minimum of 36” clearance shall be maintained at all times. For circuits that must remain energized at all times or provide electrical service to areas outside of the construction zone, then hang a “Do Not Open” tag and list the breaker(s)/circuit number(s).

7.7.8. Observations: Throughout all phases of construction, **PMCS Project Manager and Construction Inspector** overseeing the Work being performed by the Contractors and their subcontractors will monitor field activities on a regular basis to ensure that work is being conducted in a safe and compliant manner.

7.7.8.1 Observations by UT EHS and Fire Protection Services may take place at any time to ensure compliance with applicable codes, standards, and regulations.

7.7.8.2 The **PMCS Project Manager and Construction Inspector** will formally notify the Contractor of any deficiencies verbally and in a weekly report and verify that appropriate corrections are made.

7.7.8.3 Observations: The OSHA standards require the Contractor perform daily inspections of activities, equipment, and work site to ensure that the Contractor and their subcontractor employees are working within identified controls and have effectively controlled immediate hazards.

7.7.8.3.1 The Contractor’s competent person shall conduct regular inspections of the work place and maintain a documented system certifying compliance with

Contractor defined safe work practices and safety manual. For example, the scaffolding inspection entries section on Contractor-supplied scaffold tags should include evidence of daily inspections and/or configuration change approvals. Other areas of inspection may include rigging inspections, fall protection equipment, Lockout/Tag-out, confined space, Contractor issued Permits-to-Work, forklifts, heavy equipment, equipment and tools. Contractors shall provide emergency response/egress planning; properly inspected first-aid kits and assure that fire extinguishers are available for their work teams within the designated OSHA distances.

7.7.8.3.2 When hazards are identified and when immediate corrective action is not possible:

- The affected workers must be notified,
- Warning signs posted, and
- Interim control measures established to guard against the hazards.

7.7.8.3.3 All inspections, findings, and corrective measures must be documented and kept onsite for review.

7.7.9. Performance Based Safety and Escalated Notice of Noncompliance: A defined process for the Escalation of Notice of Noncompliance, defined in Appendix I, will be implemented to ensure performance based compliance with safety provisions and reduce the frequency of safety violations and accidents.

7.7.5.6.1 Repeated safety or health violations will become a matter of record and will be part of the evaluation of Contractor bids on future awards.

7.7.10 Unsafe Activities or Conditions: PMCS management has granted authority to its staff to stop an unsafe activity or condition and redirect the Contractor to work in a non-hazardous area until such time as the Contractor abates the hazard. Hazards must be abated as soon as possible after they have been identified. Imminent-hazard activities must be stopped and corrected immediately.

7.7.11 Injuries, Incidents, Equipment Damage: In the event of all injuries, incidents, or accidents that involve any individual, equipment, property or bystander on or near the Work, the Contractor shall notify the PMCS Project Manager and the Construction Inspector immediately, and follow-up the verbal report with the written Contractors First Report of Injury and the PMCS required *Incident Reporting and Investigation* form within twenty-four (24) hours of the event.

7.7.12 Job Site Binder: Safety related documentation for construction work shall be retained in a job site Binder. The Binder shall include the following documents:

- The Contractor Emergency Action Safety Plan
- Job Hazard Analysis (JHA) and Job Briefing Sheets
- Excavation/Trenching Plans
- Incidental, Medium, Heavy and Critical Lift Plans
- Rope Access Work Plan and JHA
- Non-Routine JHA
- Project Roster; Contractor and Subcontractor Emergency Contact Information (Daytime and After Hour phone numbers)

- Safety Data Sheets for all materials brought or used on a job.

7.7.13 Equipment: Contractors shall:

- Ensure the safety of their equipment by implementing an equipment inspection scheme;
- Shall not use shop made or special tools and equipment unless supplied by a sketch or drawing that is stamped/signed by a Professional Engineer (PE); and
- Shall not use or alter tools and equipment beyond the manufacturer's recommendations unless approved by the manufacturer or a PE.

7.7.14 Contractor Personnel:

7.7.14.1 Qualifications: Contractors are responsible for ensuring that all workers on-site are trained and qualified according to federal and state requirements. When contracted personnel arrive on-site, they must:

7.7.14.1.1 They must use the proper PPE and tools to safely perform their work.

7.7.14.1.2 When OSHA requires a competent person, the Contractor will designate such an individual in writing and be prepared to demonstrate to the PMCS Project Manager and Construction Inspector the basis for the individual's competency. The following, but not limited to, are activities that typically require a competent person:

- Superintendent or designated Safety Officer
- Excavation
- Scaffold erection (This must have a qualified scaffold erector to assemble, inspect, disassemble or modify any scaffolding)
- Fall protection
- Confined space entry
- Respiratory protection
- Hoisting and rigging
- Rope Access; and
- Equipment Operators.

7.7.14.2 Identification and Badging: All job-site personnel or visitors shall openly display photo identification or Contractor issued visitor badge for job site workers.

7.7.14.3 Personal Protective Equipment: PMCS requires the following PPE to be worn by all parties entering a construction site at all times: Hard hat, appropriately tinted safety glasses (clear for indoors and tinted/or clear for outdoors), skid resistant and/or closed or steel toe safety shoes, construction vest for outdoor construction sites, appropriate clothing, and a photo identification badge. The Contractor is responsible for issuing the employee photo ID badge and enforcing these requirements at all times.

7.7.14.3.1 The minimum requirements for all parties entering a construction site are the following:

- Hard Hat (ANSI Z89.1-2003)
- Non Skid Safety shoes and/or Safety-toe shoes (ASTM F2412-2005 and F2413-2005)
- Protective eyewear (ANSI Z87.1-2003)
- Safety vest (class 2 or class 3, ANSI/ISEA 107-2004) for outdoor construction projects with heavy equipment.
- Work shirt (long or short sleeve and work pants (long). Garments must be free of writing that could be construed as offensive or inappropriate.

7.7.14.3.2 Other PPE requirements apply based on the Contractor hazard assessment of the project and work areas. PPE requirements will be documented in the task-specific JHA and posted at the job site using OSHA approved signs and symbols.

7.7.15. Roles and Responsibilities:

7.7.15.1 **Project Management and Construction Services (PMCS):** Project Managers and Construction Inspectors oversee the Contractor construction work performed at UT Austin.

7.7.15.2 **Construction Inspector:** The role of the Construction Inspector is to act on behalf of the PMCS Project Manager in the field to ensure by physical oversight that the technical and safety requirements specified in the contract documents are met by the Contractor.

7.7.15.3 **UT Fire Prevention Services:** The UT Fire Prevention **7.7.15.4** **PMCS Project Manager:** The PMCS Project Manager is the Owner's Designated Representative (ODR) and has the responsibility for general administration of the contract. The PMCS Project Manager is the primary point of contact between UT PMCS and the Contractor.

7.7.15.4 **Contractor:** Contractors are responsible for the safety of their workers, their subcontractors, job site visitors and for meeting all requirements of the contract. The Contractor shall assure that all workers on the site are qualified and competent (as defined by OSHA) to perform the duties of the job as assigned. The Contractor shall enforce job site safety and shall require anyone in non-conformance to immediately vacate the job site. If this does not occur, the PMCS Project Manager or Construction Inspector may institute the escalated Notice of Noncompliance (Appendix I).

7.7.16 Training: The Contractor's Project Managers and Superintendents shall have completed OSHA 30 hour training and submit evidence of the training to PMCS prior to the issuance of a Notice to Proceed.

7.7.7.16 Site-Specific Safety Orientation: The UT Project Manager will coordinate a site-specific safety orientation and review of safety requirements at the pre-proposal and pre-construction conferences.

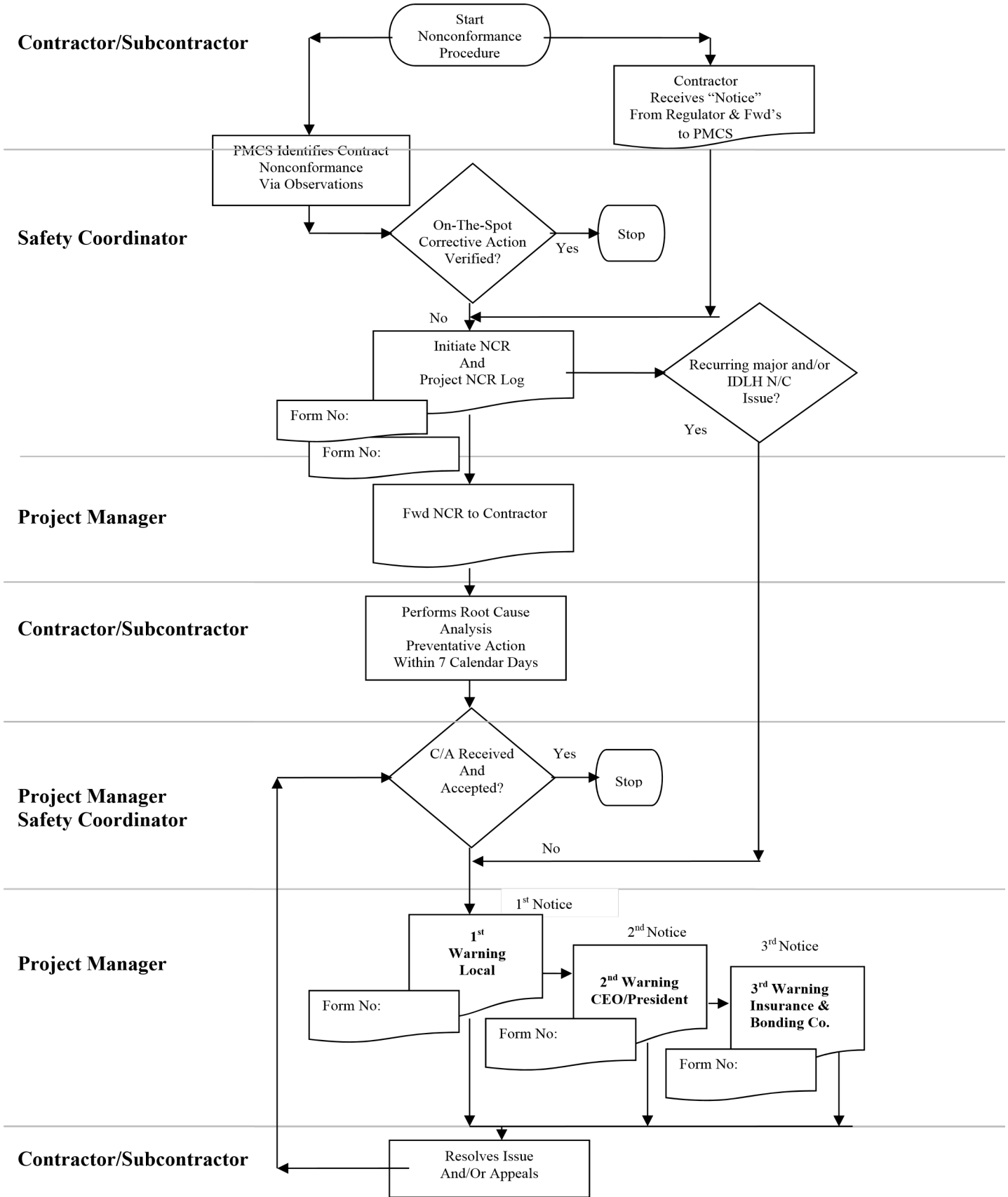
7.7.17 Appendices:

Appendix I, Escalated Notice of Noncompliance Procedure

Appendix II, Potentially Noxious Compounds and Odor Thresholds

Appendix I

Escalated Notice of Noncompliance Procedure (Flow Chart)



Company Name
Address
City, State, Zip

Subject: Notice of Contract Non-Compliance
Capital Project No.:
Project Name:

Dear (Company Project Manager):

Pursuant to Article 7: Construction Safety of the Uniform General Conditions (09/01/2013) and Article 7 of the Additional General Conditions (090113), a Notice of Non-Conformance was issued on the project site to your site Superintendent, _____ (name) on _____ (date), by the PMCS Construction Inspector for Project Management and Construction Services (PMCS) at The University of Texas at Austin. To date, there has not been consistent and sustained compliance with the areas cited and additional notice was provided to your site Superintendent, _____ on _____ (date). The specific areas of non-compliance are listed below.

Non-Compliance Items:

*
*
*

Your construction contract with the University of Texas at Austin, Project Management and Construction Services, requires your conformance to all State and Federal laws and to The University of Texas at Austin safety requirements as identified in your contract documents. The violations identified above require immediate and sustained corrective action on your part. Failure to comply within _____ working calendar days, and to maintain a safe worksite throughout the balance of this project, may result in further action on the part of the PMCS Contract Manager which may include notification of noncompliance to your insurance and bonding carriers as well as any and all remedies available pursuant to Article 14 of the Uniform General Conditions which may include Suspension of Work for Cause or Termination by Owner for Cause.

Should you have any questions regarding this notice, please contact _____ (name and title) at (512) _____ Monday through Friday between the hours of 7:30 A.M. and 4:00 P.M.

Sincerely,

Signature

Attachment: Copy of Non-Conformance Reports

Company Name
Address
City, State, Zip

Certified Mail, Return Receipt Requested
Certified Mail No:

Subject: Second Notice of Contract Non-Compliance
Capital Project No:
Project Name:

Dear (Company Contract authority):

Pursuant to Article 7: Construction Safety of the Uniform General Conditions (09/01/2013) and Article 7 of the Additional General Conditions (090113), a Notice of Non-Conformance was issued on the project site to your site Superintendent, _____ (name) on _____ (date), by the PMCS Construction Inspector for Project Management and Construction Services (PMCS) at The University of Texas at Austin. A letter of Non-Compliance was issued to your Project Manager, _____, on _____ (date) To date, there has not been consistent and sustained compliance with the areas cited and an additional notice was provided to your site Superintendent and Project Manager, _____ on _____ (date). The specific areas of non-compliance are listed below.

Non-Compliance Items:

*
*
*

Your construction contract with the University of Texas at Austin, Project Management and Construction Services, requires your conformance to all State and Federal laws and to The University of Texas at Austin safety requirements as identified in your contract documents. The violations identified above require immediate and sustained corrective action on your part. Failure to comply within _____ working calendar days, and to maintain a safe worksite throughout the balance of this project, may result in further action on the part of the PMCS Contract Manager which may include notification of noncompliance to your insurance and bonding carriers as well as any and all remedies available pursuant to Article 14 of the Uniform General Conditions which may include Suspension of Work for Cause or Termination by Owner for Cause.

Should you have any questions regarding this notice, or you feel this notice was issued in error, please contact _____ (name and title) at (512) _____ Monday through Friday between the hours of 7:30 A.M. and 4:00 P.M.

Sincerely,

Signature

Attachments: Notice of Non-Conformance dated:
Copy of Non-Compliance dated:

Company Name
Address
City, State, Zip

Certified Mail, Return Receipt Requested
Certified Mail No:

Subject: Third Notice of Contract Non-Compliance
Capital Project No:
Project Name:

Dear (Company Contract Authority):

On _____(date) a letter of Contract Non-Compliance to Construction Safety requirements was sent to you via certified mail, return receipt requested citing violations of Article 7: Construction Safety of the Uniform General Conditions (09/01/2013) and Article 7 of the Additional General Conditions (090113) in your contract documents for this project. Despite multiple notices and two prior letters to your company, you continue to be in non-compliance. The items we have identified are listed as follow.

Non-Compliance Items:

- *
- *
- *

Your construction contract with the University of Texas at Austin, Project Management and Construction Services, requires your conformance to all State and Federal laws and to The University of Texas at Austin safety requirements as identified in your contract documents. Despite our efforts to gain compliance, _____ (company name) continues in violation of this contract. These violations require immediate and sustained corrective action on your part. Failure to comply by this date and to maintain conformance to your contractual obligations may result in further action with may include any and all remedies available pursuant to Article 14 of the Uniform General Conditions of your contract which may include Suspension of Work for Cause or Termination of your contract by Owner for Cause.

Should you have any questions regarding this notice, or you feel this notice was issued in error, please contact _____ (name and title) at (512) _____ Monday through Friday between the hours of 7:30 A.M. and 4:00 P.M.

Sincerely,

Signature

Attachments: Notice of Non-Conformance dated:
Copy of Non-Compliance dated:

Copy: Insurance Carrier
Bonding Company

Appendix II

Potentially Noxious Compounds And Odorous Chemicals

The following is a list of typical chemical components that have previously resulted in odor complaints. To determine if the chemical substances on your project are from one of the groups that have been an issue in the past, reference Section 3 of the Safety Data Sheet (SDS)-Composition/Information on Ingredients (see attached example).

It is critical that chemicals with a potentially noxious odor not be used, when possible. If possible, they should be replaced with a less odorous chemical.

The list provided below is not a complete list of all noxious chemicals. If you have specific concerns not addressed in this Appendix, please contact Environmental Health & Safety (EHS) at The University of Texas at Austin (512) 471-3511. If it is determined by the Project Manager for The University that noxious chemicals must be used, every effort should be made to perform the work when the building is not occupied. In the event this proves to be infeasible, the Project Manager shall be notified prior to commencing work. In addition, appropriate ventilation may be considered in coordination with EHS.

Potentially Noxious Compounds

Oil-Based Paints: Containing petroleum distillates, mineral spirits, kerosene, white spirits, naphtha, Stoddard solvent, benzene, turpentine

Aerosol paints including “Krylon”: Containing xylene, propane, butane, ethylbenzene, acetone, methyl ethyl ketone

Paint and Mastic Removers: Containing toluene, methanol, acetone, aromatic naphtha solvent, N-methylpyrrolidone (NMP), Dibasic esters (DBE), including dimethyl adipate ester, dimethyl succinate ester, and dimethyl glutarate ester

Water-Proofing Products and adhesives: Containing 2-Part epoxies, perfluorinated compounds (PFCs), Naphtha, n-hexane, methyl ethyl ketone

Varnish/Lacquer: Containing butyl acetate, xylene, toluene

Caulks and Sealants: Containing silicon, polyacrylates, isocyanates

Lighter fluids and other fuels or solvents with flash points below 140⁰ F

Mercaptans: These products contain sulfur and the odor has been described as rotten eggs, garlic, rotting cabbages, or smelly socks. Olfactory fatigue may prevent adequate warning of hazardous concentrations. Synonyms - Methanethiol; Thiomethanol; Mercaptomethane; Methyl Sulphydrate; Thimethyl Alcohol; Ethanethiol; Ethyl sulphydrate; Mercaptoethane; Ethyl Hydrosulfide; Ethyl Thioalcohol; Thioethanol; and Thioethyl Alcohol.

Methylene chloride (Dichloromethane) should never be used in an indoor environment.

Odor Threshold: The odor threshold for a material is defined as the concentration in the air of a particular material, when the typical person should first be able to smell it. Many chemicals have good detection properties and you can detect the odor (smell) long before the concentrations become hazardous to human health. Some substances can be detected when their concentration is only few milligrams per 1,000 tons, which is less than a drop in an Olympic swimming pool. A typical odor threshold level that is considered low is **1 ppm**. This information can be found in Section 9 of the SDS-Physical and Chemical Properties (see attached example).

Ventilation: Return air vents can draw evaporating chemicals from the project location site and distribute odors to adjacent spaces. As a chemical evaporates and becomes airborne, the material will generally move through a building along the same path as the airflow. Ventilation systems are designed to create positive air pressure in each conditioned space in order to force air out through cracks, crevices and other spaces that exist in walls, floors, and ceilings. If a ventilation system creates negative air pressure, air can be drawn into the space, resulting in the transport of dust, dirt, and odors from wall cavities, crawl spaces, and adjacent areas.

HVAC Units: One method to isolate the movement of chemical odors is to seal supply and return openings, as well as window units, with plastic. Care shall be taken to isolate or protect plenum areas above false ceilings. Operate exhaust systems, or add supplemental exhaust, where feasible, to negatively pressurize the area. If the HVAC system must remain operational, (e.g. the HVAC serves other occupied rooms), temporary activated carbon impregnated filters may be installed on the return air ductwork (i.e. on ceiling return grills, transfer ducts, or main return duct). Window convection openings should be sealed with plastic. The temporary filters must receive periodic maintenance throughout the project and be removed at the end of the project.

Surrounding Areas: All surrounding occupied areas must be protected from construction activities. Pressurize the occupied spaces to prevent entry of dust/odors during construction activities. Doors and windows should be kept closed to the space undergoing renovation. Where there are no doors, erect plastic barriers to separate the occupied areas from demolition/construction activities. Where openings must be maintained for entry of personnel or materials, a reduced pressure differential must be maintained at the work site or plastic doors constructed. When there is the potential for odorous emissions, portable local exhaust systems should be utilized. These must be self-contained systems with appropriate pollutant filtration or provisions must be made for exhausting outside the building.

Child Occupied Facilities: If possible do not use any chemicals with the above listed constituents or chemicals that have low odor thresholds in child occupied facilities. If you must use these chemicals perform the work after hours or on weekends, when the facility is empty. In emergency cases where work must be performed while the building is occupied, you must contact the facility director and EHS prior to starting work.

Communication: When your renovation and repair project may use products that are potentially noxious, protective measures for building occupants and third parties are critical. Communication with all potentially affected groups is important to create a safe working environment.

EXAMPLES OF ODOR THRESHOLD VALUES

Oil-Based Paints: Containing
petroleum distillates (none established),
mineral spirits (none established),
kerosene (**0.3-3 ppm**),
white spirits (**0.5-5 ppm**),
naphtha (**0.5-1.1 ppm**),
Stoddard solvent (**1-30 ppm**),
benzene (**1.5 ppm**),
turpentine (**100 ppm**)

Aerosol paints including “Krylon”: Containing
xylene (**1.1 ppm**),
propane (**1,800 ppm**),
butane (**2,700 ppm**),
ethylbenzene (**2.3 ppm**),
acetone (**20 ppm**),
methyl ethyl ketone (**5.4 ppm**)

Paint and Mastic Removers: Containing
toluene (**0.4 ppm**),
methanol (**100-1,500 ppm**),
acetone (**20 ppm**),
aromatic naphtha solvent (not available),
N-methylpyrrolidone (NMP) (**0.17-0.36 ppm**),
Dibasic esters (DBE) (**0.1 ppm**), including
dimethyl adipate ester (**0.01 ppm**),
dimethyl succinate ester (**0.1 ppm**), and
dimethyl glutarate ester (**0.1 ppm**)

Water-Proofing Products and adhesives: Containing
2-Part epoxies (Not available),
perfluorinated compounds (PFCs) (**0.04 ppm**),
Naphtha (**0.5-1.1 ppm**),
n-hexane (**65-248 ppm**),
methyl ethyl ketone (**5.4 ppm**)

Varnish/Lacquer: Containing
butyl acetate (**7-20 ppm**),
xylene (**1.1 ppm**),
toluene (**0.4 ppm**)

Caulks and Sealants: Containing
silicon (**1-5 ppm**),
polyacrylates (not available),
isocyanates (**2.1 ppm**)

Mercaptans (**0.26-0.97 ppb**)

ARTICLE 8. QUALITY CONTROL

8.3 Submittals

8.3.1 Contractor's Submittals:

8.3.1.1 [Revise first sentence to read] The Contractor shall within **SEVEN (7) CALENDAR DAYS** of the effective date of the Notice To Proceed of construction submit to the ODR, and the AE, a submittal schedule/register, organized by specification section which lists all items to be furnished for review and approval by the Architect/Engineer and Owner.

8.3.1.1.1 Final Air Handler Units (AHU), pumps and other long lead component Submittals (that may affect construction schedule) shall be submitted for review one week after the date of the Notice to Proceed Letter. Owner review will be complete within one (1) week of submission date of all related submittals. AHU's shall be delivered onsite no later than twelve (12) weeks after the date of the Notice to Proceed Letter.

8.3.1.2 [Revise fourth and fifth sentences to read] Show and allow a minimum of **SEVEN (7) CALENDAR DAYS** duration after receipt by the Architect/Engineer and ODR for review and approval. *The review time is based on having all related submittals at the same time that may relate to each other or a related assembly in order to approve any individual submittal.* If re-submittal is required, allow a minimum of an additional **SEVEN (7) CALENDAR DAYS with THREE (3) CALENDAR DAYS FOR JOC PROJECTS** for review.

8.3.7 [ADD] DURING PROPOSAL SOLICITATION, the Owner will only consider requests for substitution **only from prime proposers** received at least **EIGHT (8) CALENDAR DAYS PRIOR TO THE DUE DATE FOR ENVELOPE NO. 01**. Requests received after that time will not be considered. In the event a substitution is accepted, all proposers shall be notified of the acceptance in a subsequent Addendum.

8.3.7.1 For products specified by naming one or more products, by indicating the option of selecting equivalent products (for example, by stating "or approved equal") Contractor must submit request as required for substitution, for any product not specifically named.

NOTE: These requirements are not intended to limit competition. The purposes of these requirements are as follows:

1. Establish criteria for measuring the equality of proposed substitutions with those specified.
2. Provide all proposers an equal opportunity to bid any approved substitution.

8.3.7.2 Request for substitution shall include:

- 8.3.7.2.1 Name and address of prime bidder making the submittal.
- 8.3.7.2.2 Name and address of Manufacturer.
- 8.3.7.2.3 Trade name.
- 8.3.7.2.4 Manufacturer's data.
- 8.3.7.2.5 Model or catalog designation.
- 8.3.7.2.6 Complete data substantiating compliance of proposed Substitution with Contract Documents including catalog with approved installation details.
- 8.3.7.2.7 Statement that the proposed system has been in use for a minimum of ten years in Texas.
- 8.3.7.2.8 List of at least five jobs within a reasonable mile radius along with reference names and phone numbers where the proposed alternate system was used under similar conditions. These jobs must be available for inspection by the Owner.

8.3.7.3 Substitutions will not be considered if:

- 8.3.7.3.1 Acceptance will require substantial revision of the Contract Documents.
- 8.3.7.3.2 Any references investigated provide less than a satisfactory response.

8.6 [ADD] Owner Quality Control

- 8.6.1 If deemed necessary, the Owner will provide additional quality control for the Project. It will be performed by an independent agency.
- 8.6.2 The Owner will not pay for the Contractor's quality control inspection nor the Contractor's incidental labor required in assisting with the costs for re-testing areas that fail an initial inspection. The Contractor shall pay for all costs associated with re-testing.
- 8.6.3 The duties and responsibilities of the Independent Observer shall include:
 - 8.6.3.1 Observe materials and application procedures and to document compliance or noncompliance with Project Specifications and manufacturer's written instruction.
 - 8.6.3.2 Request and observe procedures and provide written report to the Owner.
 - 8.6.3.3 Report observed defects and deficiencies to the Owner.
 - 8.6.3.4 Documentation must include photographs, samples, and reports.
- 8.6.4 The Independent Observer shall not be responsible for:
 - 8.6.4.1 Acts or omission of the Contractor.
 - 8.6.4.2 Supervision or management of the work.
 - 8.6.4.3 Changes to or interpretations of the Specifications.
 - 8.6.4.4 Safety precautions or procedures.

- 8.6.4.5 Relieving the Contractor from his obligations and responsibilities as set forth in the Specifications.
- 8.6.4.6 Any warranty or guaranty of the acceptability of the Contractor's work.
- 8.6.4.7 Any change in the requirement for the Contractor to fully comply with the provisions of the Contract Documents.
- 8.6.5 The Independent Observer does not have the authority to direct the Contractor's activities or interfere in any way except to inform the Contractor of observed defects or deficiencies and to report same to the Owner.

ARTICLE 9. PROJECT SCHEDULING REQUIREMENTS

9.3 Work Progress Schedule:

[Revise 2nd sentence to read] “Unless indicated otherwise in those documents, Contractor shall submit their initial Work Progress Schedule for the Work in relation to the entire project not later than **SEVEN (7) CALENDAR DAYS** after the effective date of the Notice to Proceed to the ODR and the AE.”

9.3.2.1 [ADD] Construction Schedule Update: Update work progress schedule and submittal register weekly.

9.6 Modification of the Contract Time:

- 9.6.2.1.1 [ADD] Requests for extension shall meet the following conditions:
 - 9.6.2.1.1.1 Work could not have been done on any other portion of the Project without adverse consequences.
 - 9.6.2.1.1.2 No one day will be counted more than once.
 - 9.6.2.1.1.3 Lost holidays or weekends will not be counted unless the work day preceding the holiday(s) is lost because of inclement weather and the conditions continue into the non-work days.
- 9.6.2.1.2 [ADD] Contractor shall maintain a log of the weather conditions throughout the Project and this log shall be made available to the Project Manager upon his request.
- 9.6.2.1.3 [ADD] If the work cannot be completed during the designated period due to inclement weather or circumstances beyond the Contractor's control, the Contractor shall make arrangements with the Project Manager to complete the remaining work in a manner which will cause the least interference with the Owner's operations.

9.11.1 [ADD] If the Contractor does not complete all work at the time stipulated in the contract plus any additional time added to the contract by approved change orders, the Owner may assess liquidated damages in the amounts stated in the Owner’s Special Conditions.

9.11.2 [ADD] If the Contractor does not complete all deficiencies within the time limits indicated in the Substantial Completion Certificate or other items required by the Contract, the Owner may additionally charge liquidated damages (as mentioned above) from the deadline set in the Certificate until all items are completed and accepted.

ARTICLE 10. PAYMENTS

10.1 Schedule of Values:

10.1.1.1 [ADD] The Schedule of Value shall itemize material and labor for the various classifications of the Work based on the organization of the specification sections and of sufficient detail acceptable to the ODR and shall be submitted within seven (7) calendar days of the Notice to Proceed under the Contract.

10.1.1.2 [ADD] General Condition costs shall include shop drawings, submittals, close-out documents, site investigation, calculations and shall be included in the Schedule of Values.

10.1.1.3 [ADD] The Schedule a Value shall itemize separately in the General Conditions the cost for training, when training is required.

10.2 Progress Payments:

10.2.1.6 [ADD] Progress Payments with Schedule of Values that itemizes material and labor for the various classifications of the Work are required, with the following exceptions:

10.2.1.6.1 Contractor submits only one payment application for the entire completed job minus the retainage;

10.2.1.6.2 Project is a single trade project only; or

10.2.6.2.3 Total Project Cost is less than Fifty-Thousand and 00/100 Dollars (\$50,000.00).

10.2.1.7 [ADD] Each progress pay request shall be submitted on the form “*Application and Certificate for Payment – Project Management and Construction Services*” provided to the Contractor by PMCS at the time of Notice to Proceed.

10.3 Owner’s Duty to Pay:

10.3.2 [REVISE] The Owner shall retain ten percent (10%) of the amount of each progress pay request’s Total Completed To Date amount until final completion and acceptance of all work covered by this Contract. The Architect / Engineer will not reduce the amount retained below ten percent (10%). The above ten percent (10%) retainage shall be five percent (5%) on projects greater than \$400,000.00.

10.3.2.5 [ADD] Should a progress payment request include materials stored off- site, the Contractor shall submit to the Owner an insurance policy for the value of the off-site stored materials which names The University of Texas at Austin as the insured. This is in addition to other insurance requirements of these

Specifications. This may be part of the Builders Risk Certificate if name, address and location are specifically named.

- 10.3.2.6** [ADD] Payment for labor and/or materials shall be inclusive of submittals, shop drawings, etc. as required to commence any Work referenced in 8.3.1 and/or survey, plan and direct the Work. Payment for cost of submittals, shop drawings, site investigation, calculations etc. shall be scheduled with value for installation of the respective materials. Projects having fire sprinkler scope of work valued at seventy-five percent (75%) or greater of the entire contract amount may schedule a value up to five percent (5%) of the total value of the work for payment of approved sprinkler design submittals unless otherwise agreed by the ODR. Payment for Work referenced in 10.2 excludes all off site efforts unless otherwise approved by the ODR and in accordance with 10.5.

ARTICLE 11. CHANGES

11.1 Change Orders:

11.1.3 [ADD] The Contractor shall submit change proposals indicating all related costs for the change and indicating the respective allowable percentage mark ups and breakdown (as may be allowed in the UGC). These proposals shall be submitted on a form approved by the Owner or on a layout and form that may be provided by the Owner. All proposals shall be signed by the Contractor's representative. Request for time extensions for changes shall be made at the same time. Contractor shall submit revised HSP Plan on any new trades added to the project and shall revise the PAR amounts for subcontractors with next Pay Application following the execution of Change Orders.

11.7.2 [**Revise last sentence to read**] Contractor shall provide written response to change request within **SEVEN (7) CALENDAR DAYS** of receipt.

ARTICLE 12. PROJECT COMPLETION AND ACCEPTANCE

12.1 Closing Inspections:

12.1.1.1.1 [ADD] The Contractor must complete and submit the Equipment Add-Update-Retire Form (formerly the Equipment Add-Delete-Modification log) as required in Paragraph 6.2.4.1. The format of this form shall be furnished to the Contractor and is available through the PMCS website at: <http://www.utexas.edu/pmcs/dcstandards/>.

12.1.2 **Final Inspection: [Revise 2nd sentence as bolded]** Unless otherwise specified, or otherwise agreed in writing by the parties as documented on the Certificate of Substantial Completion, the Contractor shall complete and/or correct all work within **FOURTEEN (14) CALENDAR DAYS** of the Substantial Completion date.

12.1.3 [ADD] Prerequisites for acceptance of substantial completion for roofing, waterproofing, and other required projects shall include, but not limited to, the following:

12.1.3.1 Successful leak testing of each portion of the project that may apply; including roofing and gutter work.

12.1.3.2 Absence of ponding and satisfactory drainage of all new pavement and drainage systems.

12.3 Acceptance & Payment:

12.3.2 **[Revise as bolded] Final Payment Documentation: Prior to or with the Application for Final Payment**, Contractor shall submit final electronic copies of as-constructed documents, maintenance and operating manuals, and Add/Update/Retire Equipment Log. Original, hardcopies of the following close-out documents shall be submitted: certificates of substantial completion, Warranty letter(s), Affidavit of Release of Liens, Affidavit of Payment of Debts and Claims, Consent of Surety for Final Payment, evidence of the Contractor's return of all keys and access cards, **certification of No Asbestos Containing Materials (art 13.7), MSDS sheets for all materials** and all other items required by the Contract. Submit original Consent of Surety to Final Payment and an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, are paid, will be paid, or otherwise satisfied within the period of time required by Tex. Gov't Code, Chapter 2251.. The Contractor may not subsequently submit a claim on behalf of a subcontractor or vendor unless the Contractor's affidavit notes that claim as an exception.

12.3.2.1 **[ADD]** All required Close-Out documents must be submitted to ODR no later than **Forty-Five (45) calendar days** from the date of Substantial Completion.

ARTICLE 14. SUSPENSION AND TERMINATION

14.1 Suspension of Work for Cause

14.1.4 If, in the opinion of the Project Manager or Construction Inspector, work is not being performed in accordance with the Project Documents, work may be stopped until all discrepancies are resolved. Extension of Completion Time because of work stoppage must be requested by the Contractor, and, if determined to be merited, approved in writing by the Project Manager.

ARTICLE 16. CERTIFICATION OF NO ASBESTOS CONTAINING MATERIAL OR WORK

16.1.1 **[ADD] Asbestos Waste Manifests:** All third-party asbestos consultants or the asbestos abatement contractor shall be required to sign asbestos manifests on all University of Texas at Austin projects that include asbestos abatement work.

16.1.2 **[ADD] Asbestos Waste Manifest Training:** The individual signing the asbestos waste manifest shall provide a certification evidencing the satisfactorily completion of the Department of Transportation general awareness training, function-specific training for Class 9, and security training to adequately complete asbestos waste manifests in compliance with **49 CFR 172, Subpart H.**

16.1.3 **[ADD] Records Retention:** No more than thirty (30) calendar days upon completion of abatement, copies of all asbestos waste manifests shall be submitted directly to Environmental

Health & Safety (EHS) via email with the respective Project Manager copied. EHS email to be used: EHS-Asbestos-Lead-Program@austin.utexas.edu.

ARTICLE 18. [ADD] TEMPORARY FACILITIES

- 18.1 Temporary Utilities:** The Owner will provide all necessary utilities free of usage charges. Temporary connections or extensions of existing utility services shall be provided and removed at the completion of the Work at the Contractor's expense.
- 18.2 Barricades, Warning Signs and Lights:** Comply with recognized standards and code requirements for the erection of substantial barricades where needed to prevent accidents. Contractor shall provide signage and appropriate barricades to prevent any unsafe condition from developing during the course of the Contract. Contractor shall properly store and secure materials to prevent unauthorized use.
- 18.3 Temporary Fire Protection:** Review fire prevention and protection needs with the ODR and Owner's Fire Prevention Services officials and establish procedures to be followed in the event of fire. Instruct personnel in procedures and post warnings and information. Maintain unobstructed access to fire extinguishers, temporary fire protection facilities, stairways, and other access routes. Prohibit smoking in hazardous areas. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of ignition.
- 18.3.1** The Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs associated with the Work. It shall be the duty and responsibility of the Contractor to comply with all pertinent sections of the Occupational Safety and Health Act of 1975, and all amendments thereof. The Contractor shall do all things necessary and provide all equipment and labor necessary to protect students, staff, faculty, and the general public from dangers associated with the Contract. Walkways, parking areas, and other areas surrounding the job site will be in use and given priority. The University shall not be held responsible for failure of the Contractor to perform the job in a safe manner.
- 18.4 Temporary Sanitary Facilities:** Contractor shall furnish temporary sanitary facilities for the needs of all construction workers and others performing work or furnishing services on the project with the following limitations:
- 18.4.1** Sanitary facilities shall be obscured from public view to the greatest practical extent.
- 18.4.2** The location shall be acceptable to Owner.
- 18.4.3** Sanitary facilities shall consist of properly-enclosed, self-contained portable units equipped with reservoirs. Reservoirs shall be maintained in proper sanitary condition by chemical treatment and periodic cleaning.
- 18.4.4** Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

ARTICLE 19. [ADD] ADDITIONAL CONDITIONS

(THE UNIVERSITY OF TEXAS AT AUSTIN ENVIRONMENTAL HEALTH AND SAFETY)

19.1 CONSTRUCTION SITE PROCEDURES FOR CONTRACTORS

19.1.1 COMMON PROBLEMS FOR CONTRACTORS

- ◆ **Equipment Cleaning:** Equipment must be cleaned in a manner that does not create any discharge of cleaning agents, paints, oil or other pollutants to a storm sewer or waterway. Soaps and detergents must never be discharged to the ground or off-site. When rinsing painting equipment outside, rinse water must be contained in a bucket or other container. Water-based or latex paint rinse water may be discharged to the sanitary sewer. Oil-based paint wastes, including solvents and thinners, must not be disposed of in the sanitary sewer; they must be collected and disposed of through the Contractor's disposal company in accordance with applicable laws and regulations. Cement handling equipment must be rinsed in a contained area and there must be no drainage off-site.
- ◆ **Pressure Washing:** Discharges from pressure washing must not be allowed to enter a storm sewer or waterway. Consider vacuuming up the water or berming the process water and allowing it to evaporate. If the rinsate only contains water and dirt or sediment it may be spread on the ground with prior permission from PMCS and Environmental Health & Safety, and if it will not enter a storm sewer or waterway. Depending on the content of the material it may also be possible to discharge to a sanitary sewer with prior permission from Environmental Health & Safety. UT project managers must be involved in the discharge request. (Permission to discharge to sanitary sewer may take up to five working days.)
- ◆ **Waste Disposal:** Any trash or debris must be contained on-site and disposed of in a recycling bin or waste receptacle in accordance with applicable laws and regulations to prevent wind or rain from carrying it off-site into a storm drain or waterway. Petroleum wastes, such as waste oil and used oil filters, must be containerized for recycling or disposal by the Contractor.
Non-hazardous solid wastes, such as general construction debris may be recycled or disposed of in the trash container. **Never dispose of liquid wastes of any kind in dumpsters.**
- ◆ **Packing Lamps:** Used fluorescent, high intensity discharge (HID), and UV germicidal lamps must be collected in containers that protect the lamps during storage and transportation. The original shipping container is the preferred package for spent lamps. Remove extra cardboard end pieces to assure that lamps fit in the box. Remove any plastic lamp sleeves and tape from spent lamps when packing for waste collection. Environmental Health & Safety also has boxes available for packaging standard four foot and eight foot length fluorescent lamps. To receive a packing box call 512-475-9738. An open top metal drum should be used for other types of lamps such as small lamps, mercury vapor lamps, and other odd shaped fluorescent tubes. In the case of smaller bulbs, additional packing materials such as vermiculite must be added to prevent breakage.
- ◆ **Broken Florescent Lamps:** When fluorescent lamps and HIDs are broken, mercury is released to the environment, but some mercury still remains on the surfaces of the glass,

phosphor, and the metal or plastic. If a fluorescent, HID, or UV germicidal lamp is broken, all the broken parts must be collected as a hazardous material. Dedicate 30 gallon metal drums labeled with the words "broken fluorescent lamps" to collect the broken pieces, and contact EHS for disposal when the drum is full. The drum must be sealed when it is not actively receiving broken bulbs.

- ◆ ***Sediment:*** Proper erosion and sedimentation controls must be in place prior to any construction activity to prevent sediment or silt run-off. Sediment (including cement) should never be rinsed off the site; instead it must be cleaned up in a manner that does not allow it to reach a storm drain or waterway. Equipment tires must be rinsed before leaving the site, if necessary, to avoid tracking sediment into the roadway or off the site. Erosion and sediment control plans and/or Storm Water Pollution Prevention Plans shall be submitted to EHS. All erosion and sediment controls are to be maintained through the duration of the construction and until all areas are stabilized.
All vehicles must leave the site through a stabilized construction entrance meeting the requirements of the University's Construction Standard regarding Erosion and Sedimentation Controls.
- ◆ ***Site Dewatering, Tank, & Pipe Testing:*** Discharges from dewatering, hydrostatic tank testing or pipe pressure testing must be free from sediment, chemicals, and any other pollutants. Some discharges, such as those from underground storage tank pits, may require City of Austin temporary discharge permits and the Contractor is responsible for obtaining such permits. Notify EHS before dewatering and/or discharging.
- ◆ ***Petroleum:*** Spills of hydraulic fluid, oil, and other petroleum products must always be immediately cleaned up to prevent discharge of these fluids with storm water run-off. Petroleum contaminated soil must be cleaned up and disposed of properly in accordance with applicable laws and regulations. Storage containers must be kept closed, clean, and free of oily residue. Containers over 55 gallons (including mobile tanks) must be stored inside secondary containment.
- ◆ ***Separators or Traps:*** Before removing oil/water separators or traps connected to storm sewers, the materials in them must have been tested by Toxicity Characteristic Leachate Procedure (TCLP) within the last two years before they are cleaned out. Be aware that this test may take three weeks to complete if a recent test has not been conducted. Contractor is solely responsible for accommodating the time for such testing and no claims for delay arising out of such testing will be permitted. Documentation of the test results must be submitted to EHS staff for review and approval before emptying or removing the trap.

19.2 **SPILL PREVENTION, CLEAN-UP AND DISPOSAL**

19.2.1 Be prepared to contain spills to prevent spreading. Small areas are easier to clean than large ones. Keep sorbent materials such as clay (kitty litter), polypropylene booms and pads, rags and sawdust on hand for clean-up of spilled liquids.

- ◆ **Clean-Up:** Sorbent materials can be used to effectively clean-up various materials spilled on pavement, water and soil. Soil or other media which has been contaminated with petroleum or other pollutants must be excavated or remediated in accordance with applicable laws and regulations to prevent contaminated discharges to a storm drain or waterway. Excavated contaminated materials must be stored in containers or on plastic and covered so as to ensure that the contamination is not flushed back onto the ground during a rainstorm.
- ◆ **Contaminated Material Disposal:** Proper disposal of waste materials depends partly on the type of contaminant. Hazardous wastes (such as flammable petroleum products, solvents, thinners, and materials contaminated with hazardous wastes) are considered regulated wastes, and should be containerized for transport and disposal by a permitted company in accordance with applicable laws and regulations. Disposal also depends on the amount of contaminant.

19.3 CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

19.3.1 Contractors are solely responsible for cleaning up and properly disposing of all spilled pollutants brought to the site as part of the Contractor's work (including oil, paint, fuels, antifreeze, solvents, etc.), in accordance with applicable laws and regulations. Contractor must keep accurate records (such as receipts, copies of analytical results, etc.), indicating proper disposal of spilled materials in accordance with applicable laws and regulations. Contractor is responsible for ensuring that all discharges from the site are in compliance with all applicable laws and regulations.

19.3.2 No substance may be dumped or leaked onto the ground or allowed to run-off of a construction site that might cause pollution. Be aware that Contractor is responsible for pollutant contaminated run-off and proper disposal of all waste materials generated as a result of Contractor's activities.

19.4 NOTIFICATION REQUIREMENTS AND PROCEDURES

19.4.1 Environmental, Health and Safety office and the ODR should be notified immediately in the event of:

- Any spill that threatens to enter a storm sewer or watercourse.
- All petroleum spills (e.g., hydraulic fluid, transmission fluid, diesel, gasoline, etc).
- Any hazardous or unknown material spill (e.g. many solvents, cleaners, etc.).
- Any discharge from your site which you suspect may be in violation of City Code, state regulations, or other applicable laws and regulations (e.g. discharges which are cloudy, foul smelling, colored, contain chemicals, or heavy sediment loads).

19.4.1.1 Notification can be accomplished by calling the UT-Austin EH&S at 512-471-3511 (after normal working hours, press "0" during the recording).

19.4.1.2 Environmental Health and Safety acknowledges the assistance of the City of Austin Environment and Conservation Services Department for the use of information in this document.

ARTICLE 20. [ADD] OPEN ORDER LABOR (OOL) SOLICITATIONS

20.1 **OOL:** Open Order Labor only solicitations (part of the Job Order Contracting program), for the most part deal with labor only types of Job Order agreements that supplement UT shop employee labor and are under the direct supervision of UT personnel. OOL agreements do not necessarily relate to conventional project requirements involving drawings and specifications and except for rare occasions do not involve the purchase of materials and do not allow subcontracting labor. For this reason many of the UGC and AGC items do not apply in total or may be modified as applicable. Some examples would be: not requiring bonds and certain insurance coverage; not requiring retainage or schedule of values on payment invoices; temporary facilities; and other miscellaneous items that would be standard requirements for general construction contracts.

(END OF ADDITIONAL GENERAL CONDITIONS)