

ADDITIONAL GENERAL CONDITIONS
(Revision Effective 06/01/2026)

THE UNIVERSITY OF TEXAS AT AUSTIN
CAMPUS OPERATIONS and PLANNING - PLANNING, DESIGN and CONSTRUCTION
BUILDING CONSTRUCTION CONTRACTS

NOTE: These Additional General Conditions (AGCs) are a part of the Contract Documents, take precedence over the Uniform General Conditions (UGC's) and are the standard procedures and contract administration requirements of The University of Texas at Austin, Campus Operations and Planning - Planning Design and Construction (PDC), for all building construction contracts, unless further modified by the specific project Owner's Special Conditions. The AGCs replace or modify the correspondingly numbered paragraphs of the UGCs. The paragraphs and subparagraphs of said UGCs not modified by the AGCs continue in force, unaltered. Newly added numbered paragraphs below are added to the requirements of the UGCs and are a part of the Contract Documents.

ARTICLE 1. DEFINITIONS

- 1.3 *Architect/Engineer (A/E)* **[ADD the following]** May also be referred to as the Professional Services Provider (PSP).
- 1.7 *Close-out Documents* **[REVISE as follows]** "..., record documents ..." **to read "...as-constructed record documents..."**
- 1.10 *Contract Documents* **[ADD the following]** Contract Documents also include the original Solicitation, related Addenda, all submitted responses to the solicitation including but not limited to 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 Owner for this project is The University of Texas at Austin.
- 1.26 *Owner's Designated Representative (ODR)* **[ADD the following]** Direction from the ODR shall be confirmed by the Contractor in written form. Also referred to as the Project Manager.
- 1.42 *Unit Price Work* **[ADD the following]** The maximum cost for work or material based on incremental Unit Prices that shall include overhead, profit, miscellaneous equipment/materials, 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 used for adjusting the Contract Sum for more or less work, or material, shall be 100% of these amounts. Contractor must 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 shall 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.

1.44 *Work* **[ADD the following]** Also referred to as “*Construction*”.

[ADD the following]

1.46 *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 *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 determined. Any unused portion shall be returned to the Owner.

1.48 *Alternates* is 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. Contractor must 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. Each Alternate must include miscellaneous devices/equipment, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

1.49 *Company’s Safety Plan* means the construction company’s general safety document, required by OSHA, governing the Contractor’s approach to safety and work practices for the trades the Contractor will be using.

1.50 *Competent Person* means a 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.”, as defined by OSHA.

1.51 *Confined Spaces* must be reviewed by the Contractor, utilizing Occupational Safety and Health Administration (OSHA) requirement. Contractor must issue a permit for their workers when applicable and maintain the required OSHA documents in the job site binder.

1.52 *Construction Administrator* means the PDC 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 company’s “Safety Plan” and “Emergency Action Safety Plan”, and for coordinating University work teams in support of the execution of Work. The role of the Construction Administrator is to act as the Project Manager’s “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.

1.53 *Contract Administrator* means the University representative managing all phases of contracting on behalf of PDC. This person ensures contract compliance with the administrative and contractual requirements of the Contract.

- 1.54 *Contractor Emergency Action Safety Plan* must be provided by the Contractor for each Project to ensure employee and property safety from fire and other emergencies according to OSHA 1926 requirements. The Emergency Action Safety Plan must document potential hazards; the path of evacuation in the event of a fire; the location all workers must congregate in the event of a lock down situation; and recognition, avoidance and prevention of unsafe conditions in the specific jobsite.
- 1.55 *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.
- 1.56 *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.
- 1.57 *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 by the employee's supervisor or crew leader before work begins. 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 PDC Project Manager and Construction Administrator no less than five (5) work days prior to the start of the non-routine task.
- 1.58 *Job Order Contract Project Delivery Method* refers to a unique construction delivery method appropriate for use on minor construction, repair, rehabilitation or alteration of a facility in accordance with *Texas Education Code* § 51.784.
- 1.58.1 *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 associated Change Orders.
- 1.58.2 *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 (UPB)/Unit Price Guide (UPG), adjusted in cost by a Contractor's coefficient and the City Cost Index; and, criteria described in the proposal documents.
- 1.59 *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.
- 1.60 *OSHA Construction Safety Standards* refers to the standards established by OSHA for safety on construction job sites available at <http://www.osha.gov>
- 1.61 *Prime Contractor* means the Contractor named in the contract with PDC. Prime Contractors are responsible for their own, as well as of their subcontractors, compliance with all safety, health, and environmental codes, standards, and regulations.

- 1.62 *Project Manager (PM)* means the PDC 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.
- 1.63 *Planning, Design and Construction Services (PDC)* means one of the University of Texas at Austin organizations responsible for managing and executing renovation construction projects. PDC is a division under Campus Operations and Planning.
- 1.64 *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.
- 1.65 *Safe Work Practices* means 29 CFR 1926.21(b)(2) which requires employers to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to the employee's 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.
- 1.66 *Subject Matter Expert (SME)* means staff possessing special expertise on specific topics such as industrial hygiene, confined space entry, civil/mechanical/electrical engineering, architect, or asbestos/lead abatement consultant/personnel.
- 1.67 *University of Texas at Austin Fire Prevention Services (FPS)* means the University division under Campus Operations and Planning responsible for ensuring a safe environment for faculty, staff, students and visitors by providing a comprehensive fire prevention program. FPS oversees fire code compliance by conducting plan and specification reviews, on-site inspections and oversight of Contractor testing.
- 1.68 *University of Texas at Austin Environmental, Health, and Safety (EHS)* means the University division of Campus Operations and Planning responsible for providing services that promote safe and compliant facilities and ensure environmental quality for the University.
- 1.69 *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 proximity to the actual Project site. The Work Area may include areas or rooms dedicated to equipment storage and/or utility connections or sources.

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. All federally funded projects must use Davis Bacon Wage Rates, and weekly payrolls must be submitted. Also see Paragraph 2.2.5 of these AGCs below.

[ADD the following]

2.2.4 Owner's Prevailing Wage Rate Determination.

- 2.2.4.1 In accordance with the UGCs, the Prevailing Wage Determination schedule shown below in paragraph 2.2.4.8 identifies the 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 Administrator 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.
- 2.2.4.4 Pursuant to the requirements of Texas Government Code, Chapter 2258, Owner has determined wage rates indicated in 2.2.4.8 must be paid to various classifications of workers, for project located in Travis County, TX.
- 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 must be compensated at the rate of 1.5 times the regular wage.
- 2.2.4.7 Trainees/helpers 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 Laborer rate. At no time shall a journeyman supervise more than two apprentices, trainees and/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 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. The Contractor must classify the worker in accordance with the published classifications and demonstrate that workers are paid commensurately 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. Landscapers 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 AGCs. 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 AGCs). The Contractor shall obtain the latest related wage determination from the Davis Bacon web site as of the bid date of the project and if selected for award, shall submit to the owner the wage determination with the execution of the Contract.

- 2.2.5 Projects funded solely or partly from federal funds or federal grants shall require the Contractor to use the Davis Bacon for the county of the location of the project, in lieu of the above-referenced table for Travis County, Texas. The Contractor shall obtain the latest related wage determination from the Davis Bacon web site as of the bid date of the Project and if selected for award, shall submit to the Owner the wage determination with the execution of the contract). The web page address is:

<https://www.dol.gov/agencies/whd/government-contracts/prevailing-wage-resource-book/db-wage-determinations>

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 ADHERENCE TO THE ABOVE DAVIS BACON WAGE DETERMINATIONS SHALL BE INDICATED IN THE INDIVIDUAL PROJECTS OWNER'S SPECIAL CONDITIONS.

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

ARTICLE 3. GENERAL RESPONSIBILITIES OF OWNER and CONTRACTOR

3.1.1 Preconstruction Conference.

- 3.1.1.1 **[ADD the following]** Within **SEVEN (7) CALENDAR DAYS** after receipt by the Contractor of the executed Contract and Notice to Proceed OR at the Preconstruction Conference, the Contractor shall present the following to the Professional Services Provider for approval: Work Progress Schedule including key milestones and inspection requirement activities based on the schedule, equipment proposed, contract price breakdown and schedule of values broken out by labor and material costs as required in Article 10.2 of the UGCs, materials storage requirements, utility requirements, Contractor's Safety Plan and the Emergency Action Safety Plan, and the Safety Data Sheets for products to be used on the Project with copies placed in the job site binder.

3.1.2 Owner's Designated Representative.

[ADD the following]

- 3.1.2.2.1 The following are exceptions to the requirement that all directives on behalf of the Owner be conveyed in writings:

3.1.2.2.1.1 Any PDC personnel with appropriate authority including but not limited to the Project Manager, Construction Administrator or University Safety Representatives observes that unsafe conditions may exist;

3.1.2.2.1.2 The Project Manager; Construction Administrator, University Safety Representatives or any PDC personnel with appropriate authority observes, that in their opinion, Work is not being performed in accordance with the Construction 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 immediately stop work or to redirect the Contractor work away from the area(s) of concern until all discrepancies are resolved.

3.3 Contractor's General Responsibilities.

3.3.2 Contractor's Management Personnel: **[ADD the following]** A superintendent with OSHA 30 or higher certification 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.

EXCEPTION: At the Project Manager's discretion and as permitted under the Contractor's Job Order Master Agreement, 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 the following]** For all construction delivery methods and as soon as practicable after the notice of Intent to Award, and before the execution of the Contract, the successful Contractor shall submit to the Owner and Professional Services Provider for approval, a list of all subcontractors that the successful Contractor and/or their major subcontractors propose for the construction of the Project.

3.3.11 Ancillary Areas.

3.3.11.2 **[REVISE as follows]** The Contractor may NOT erect temporary buildings unless approved in advance by the ODR.

[ADD the following]

3.3.16 Contractor Use of Premises. The Contractor shall limit use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public.

3.3.16.1 Ongoing Campus Operations. **Contractor shall make every effort to avoid disruptions to ongoing campus activities and to maintain a safe environment for students, faculty, staff and visitors in the areas adjacent to each project.** Campus utilities must not be interrupted except when scheduled and approved in advance through established channels.

3.3.16.2 **Prior to submitting a proposal, Contractors are responsible for visiting the site and determining the general and specific working conditions and limitations; ingress and egress capabilities; and all required measurements, calculations, or special equipment requirements.** Failure to do so, for any reason, shall not relieve the awarded Contractor from responsibility for successfully performing and completing the Work, without additional expense to the University.

3.3.16.3 Contractors are not authorized to modify work schedules without the advance approval from the ODR or Construction Administrator. Work shall 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.

3.3.16.4 Operations must be confined to the site and the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed.

Contractor must conform to site rules and regulations affecting the Work during construction.

- 3.3.16.5 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) and as specified by the ODR. These periods shall not be considered acceptable justification to appeal the assessment of liquidated damages in accordance with Article 9.11 of the UGCs or as the basis for Contractor claims associated with Owner-caused delays.
- 3.3.16.6 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. **Noise control is a priority 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 use of stereo systems or radios (except handheld communication radios) be permitted on campus.**
- 3.3.16.7 All existing driveways and entrances serving the premises must be clear and available to the Owner and Owner's employees at all times. These areas must NOT be used for parking or storage of materials, unless approved in advance by the Owner.
- 3.3.16.8 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 must be repaired at the responsibility of the Contractor with the approval of the Owner. Repairs not satisfactorily completed may be completed by the Owner and deducted from the Contractor's contract amount.
- 3.3.16.9 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 damaged by construction activity. Sod must be prepared and placed as recommended by sod supplier. Contractor must 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 replacement shrubbery per recommendations of supplier. Contractor is responsible for maintenance of all new landscaping until fully established and sustainable under the Owner's established maintenance schedule.
- 3.3.16.10 Contractor must provide covered and protected walkways as indicated on Project plans and at each building entrance or pedestrian route over which Work may occur or that is near ongoing Work.
- 3.3.16.11 Contractor shall repair all damage to irrigation system with a licensed irrigation specialist.

- 3.3.16.12 Storage shall NOT be allowed outside the building unless previously approved by the ODR.
- 3.3.16.13 Contractor shall be responsible for storage of materials to be used for the Project. 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 shall be allowed only at the locations indicated on Project plans and shall be enclosed with self-supporting 6' tall chain-link fencing (unless specifically indicated elsewhere in the Contract Documents). **All gates must be locked when not in use, with Contractor provided lock connected to a padlock provided by the Construction Administrator for access in emergencies by University of Texas at Austin Police Department (UTPD).**
- 3.3.16.14 Contractor shall not unreasonably encumber the Project site with materials or equipment and must confine stockpiling of materials to the areas indicated in the Project plan or as approved by the ODR. If additional storage is required, Contractor must, with approval from the Project Manager, obtain and pay for such storage off site.
- 3.3.16.15 Contractor must lock all automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended on University property. Contractor shall 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 University of Texas at Austin Parking and Transportation Services (PTS) at all times.
- 3.3.16.16 **Minimal allocations shall be provided for Contractor parking and staging. Each project shall be coordinated through the Construction Administrator. Additional parking and staging shall be the responsibility of the Contractor (through on campus garages (with fees) or off-site locations). Contractor shall be responsible for compliance by all personnel including subcontractors.**
- 3.3.16.17 All vehicles including small electric carts parked on University property are subject to all parking regulations and must have a **University issued parking permit visibly displayed.** Contractor shall make every effort to carpool when possible.
- 3.3.17 **Employee Background Check. For any Project located in residence halls, childcare facilities, areas of high security, projects near controlled substances or areas and other projects as specifically required,** each individual entering the University Campus for a Project must be an employee of Contractor or an employee of a permitted Subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals providing services for any Project. Prior to commencing its operations, Contractor shall (1) provide University with a list of all individuals who may be assigned to perform the services, 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 shall 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 ODR, who may make a recommendation to the Contractor of whether the employee should be allowed on the Project. Contractor shall update the list of individuals who may be assigned to perform services each time there is a change s. Prior to commencing performance of the services under a Contract, Contractor shall provide University a letter signed by an authorized representative certifying compliance with the Employee Background Check requirements. Contractor shall provide University an updated certification letter each time there is a change in the individuals assigned to perform the services.

- 3.3.18 Keys and Access Cards, Security. The University Residence Halls and Apartments, and other specific Projects may have a card access system, which prohibits unauthorized access. Contractor's personnel **requiring card access must complete an application for a University identification number and, upon receipt of an approved background check from The University**, be issued an access card based on the access needed to complete the Project. These cards shall be activated only for the term of the Contract and only for the authorized work hours. 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 job sites. 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.

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 require re-keying, with the expense charged to the Contractor.

- 3.3.19 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 and remote 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.

- 3.3.20 All employees of the Contractor, while on the job site, shall maintain appropriate appearance, including but not limited to proper dress for the job (i.e. shirt and shoes to be worn at all times). and **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.

- 3.3.21 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, including but not limited to, limiting relations or interference with students or staff to circumstances required by the job, no drug and/or alcohol use and no use of profane language. The University may request any employee of the Contractor engaging in improper conduct will be permanently removed from the job site.

- 3.3.22 The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, or disability.
- 3.3.23 Contractor shall maintain the existing building in a safe and weather-tight condition throughout the construction period and shall repair damage caused by construction operations. Contractor shall take all precautions necessary to protect the building and its occupants during the construction period.
- 3.3.24 Contractor shall keep public areas such as hallways, stairs, elevator lobbies and restroom facilities free from accumulation of waste material, rubbish or construction debris.
- 3.3.25 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 compensating the University for expenses which may result from violations of this section. Also refer to disposal requirements in Article 18.
- 3.3.26 Open fires shall not be permitted within the building enclosure or on the premises.
- 3.3.27 Contractor may utilize designated restrooms for use by the Contractor's personnel. Restrooms shall be left in a clean and fully operational condition, to the satisfaction of the Owner.
- 3.3.28 The Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs associated with the work. The Contractor shall ensure compliance with all pertinent sections of the OSHA Act of 1975, and all amendments thereof, as well as all requirements of the Contract Documents. The Contractor shall take all necessary actions and provide all equipment and labor necessary to protect students, staff, faculty, and the general public from dangers associated with the Work. Walkways, parking areas, and all 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.
- 3.3.29 Owner Occupancy. The Owner and students will occupy the existing building and areas surrounding the Project site during the entire period of construction. Contractors shall cooperate fully with the Owner or its representative during construction operations to minimize conflicts and to facilitate Owner usage. Contractor shall perform the work in a manner that minimizes interference with the Owner's operations.
- 3.3.30 Contractor shall protect Owner's facilities and property Contractor comes into contact with throughout the Project. Contractor shall document site condition with photos prior to construction and document any existing damage that might be misconstrued as damage due to construction activities. Contractor must make the observations known to the Owner immediately.
- 3.3.31 Contractor shall not load any structure such that it endangers the structure. If a determination of a structure's ability to sustain construction loads is required, the Contractor is responsible for

retaining a structural engineer (registered in the State of Texas), at Contractor's expense, to determine the adequacy of the structure to sustain the loads in question.

- 3.3.32 Contractor assumes full responsibility for protection and safekeeping of equipment on premises.
- 3.3.33 Contractor shall request authorization from the Construction Administrator a minimum of SEVEN (7) CALENDAR DAYS in advance if a public thoroughfare must be closed or blocked. Construction Administrator's authorization must be received prior to any closings. Contractor shall provide all signage and labor required to create and maintain altered traffic flow.
- 3.3.34 Contractor shall 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 Administrator and the Safety Inspector. A follow-up Incident Report must be submitted in writing to Project Manager, the Construction Administrator 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.
- 3.3.35 Contractor shall remove and dispose of all trash, debris, or other materials at a legal site.
- 3.3.36 Contractor shall provide sufficient manpower to ensure the maintenance of environmental controls.
- 3.3.37 Contractor shall maintain a project log throughout the construction period and provide the log to Project Manager upon their request.
- 3.3.38 ALL roof access shall be coordinated with the Construction Administrator to allow proper notification of other parties and for access to be provided to the Contractor.
- 3.3.39 Use of Elevators for Construction.
 - 3.3.39.1 Prior to use, elevators must be protected to prevent damage to cab finishes, car and hall fixtures. Including flooring and ceilings.
 - 3.3.39.2 Prior to using elevators for construction activities, Contractor must receive authorization from the Construction Administrator or the Project Management to schedule an inspection to ensure there are no outstanding issues with using the elevator or special requirements.
 - 3.3.39.3 Contractor shall protect the elevator cab finish 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.
 - 3.3.39.4 Protection of the flooring, cab panels, drop ceiling, or handrails shall be required at the Contractor's expense. Some of these items may be removed and stored in a safe place prior to the start of the construction Project.
 - 3.3.39.5 Elevators used during the construction phase shall be placed on "Independent Service" and should be used only by construction personnel to prevent accidents involving staff,

students or 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 in a building containing only one unit, the 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(s) 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.

- 3.3.39.6 At no time shall the Contractor open the elevator car top escape hatch without first contacting the Construction Administrator or the Project Manager for authorization. **NO EXCEPTIONS**
- 3.3.39.7 Machine rooms for elevators operated for construction use shall be off limits to all construction personnel. Only authorized personnel or those accompanied by the authorized 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 and tagged out of service by authorized personnel. Upon completion of elevator machine room work the area shall be cleaned and restored to the same level of cleanliness prior to the start of the project.
- 3.3.39.8 Upon completion of Project, Contractor shall refurbish the elevator completely, including the **refinishing or replacement of ALL excessively worn or damaged items**, including but not limited to 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 creates excessive amounts of dust and debris within the hoistway, an elevator servicing technician shall perform the cleanup at the Contractor’s expense. The Owner shall be the sole determiner of the acceptability of the finish of an item.
- 3.3.39.9 Contractor shall routinely inspect and refurbish all door equipment as required to provide service of the same condition prior to the start of the construction Project. All door gibs shall be replaced on both the car and the hall doors at the expense of the construction Contractor **prior** to Project closeout.
- 3.3.40 Campus Carry. Contractor shall abide by **all** the requirements of *Texas Government Code*, Section 411.2031 on Carrying of Handguns by License Holders on Certain Campuses **and** the University of Texas at Austin Campus Carry Policy. The Contractor shall be responsible for ensuring all Contractor employees, subcontractors, vendors, etc. entering University property adhere to all the requirements of referenced *Government Code* and the University’s Policy. Information is available 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://secure4.compliancebridge.com/utexas/public/getdoc.php?file=8-1060>

ARTICLE 5. BONDS AND INSURANCE

5.1 Construction Bonds.

5.1.3.1 **[REVISE as the follows]** For Construction Manager at Risk and Design Build contracts, security bonds shall be submitted at the time of execution of the contract by the Contractor no later than the stated deadline. Owner will not execute contract without receipt of required bonds.

5.1.3.2 For other construction delivery methods and for Guaranteed Maximum Price (GMP) proposals for Construction Manager at Risk and Design Build contracts, Performance and Payment Bonds shall be submitted by the Contractor to Owner at the time of execution of the contract, no later than the stated deadline. Owner will not execute contract without receipt of required bonds.

5.2 Insurance Requirements. **[ADD the following]** Contractor shall submit certificates of insurance to Owner at the time of execution of the contract, no later than the stated deadline. Owner will not execute contract without receipt of required insurance certificates. Insurance certificates must include the name of the project, project number, contract number, and other information as required by the Owner as well as coverage dates.

5.2.2.1.3 **[ADD the following]** Contractors Pollution Liability (formerly Asbestos Abatement Liability) insurance shall be provided only 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 insureds.

ARTICLE 6. CONTRACT DOCUMENTS, COORDINATION DOCUMENTS AND RECORD DOCUMENTS

6.1.1 Copies furnished. **[REVISE as follows]** The Contractor shall be furnished, if requested, up to ten (10) complete sets of Drawings and specifications after the award and execution of the contract at no expense to the Contractor. Additional complete sets of Drawings and specifications, if requested, shall be furnished at Contractor's expense; electronic copies of such Drawings and specifications will be provided to Contractor at no charge.

6.1.4 Resolution of Conflicts in Documents. **[ADD the following]** Field measurements shall govern over small-scale drawings.

6.1.7 **[ADD the following]** Original Drawings and Specifications. The original drawings and specifications of existing buildings may be available to the awarded Contractor by contacting the Project Manager to arrange review. Owner does not warrant or make any representations as to the accuracy, suitability or completeness of this information furnished to Contractor by Owner or its representatives.

- 6.2.4 **[REVISE as follows]** Prior to requesting Substantial Completion inspection, or prior to submittal of final pay application, Contractor shall furnish for review and approval by the ODR and A/E a complete set of marked-up Record Documents which include all plans and specifications reflecting 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 Documents, Contractor shall 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 documentation and all other close out documentation as described in the Contract Documents and/or requested by Owner. All close out documentation shall be submitted electronically.
- 6.2.4.1 **[ADD the following]** Prior to Substantial Completion inspection, Contractor must complete and furnish to ODR and AE the “Equipment Add-Update-Retire Form”, documenting all equipment added (installed), retired (demolished), abandoned (left in place but no longer operable), or updated throughout the Project. (Template available at <https://utexas.app.box.com/s/6vwhoy700ytd621h764gzvaf0fsi658m>)
- 6.2.4.2 Prior to submittal of final payment application, Contractor must submit warranty information, the “Affidavit of Debts and Claims”, “Affidavit of Release of Liens”, “Consent of Surety for Final Payment”, notarized certification of no asbestos containing material or work per UGC Article 16, documentation that all keys have been returned to Lock and Key Services, operation and maintenance manuals (O&M manuals), all other final submittals required by Contract Documents and verification that all pending Change Orders have been completed including any reconciling/releasing remaining allowances and contingencies.
- 6.2.5 **[REVISE as follows]** Once determined acceptable by ODR with input from A/E, Contractor shall provide in electronic format indicated below all instructional, operating and maintenance manuals; approved submittals; approved shop drawings; and Equipment Add-Update-Retire Forms; and all other items as required by the Contract.
- 6.2.5.1 **[ADD the following]** 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 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 All files must be properly labeled, including the project number (CP or CIP number), project title, and the description of contents of the file (i.e., O&M Record Documents Div 1-12).

ARTICLE 7. CONSTRUCTION SAFETY

- 7.1 **General.** [ADD the following] The Contractor shall submit their company’s 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 submitted to the ODR, A/E, and the Construction Administrator no later than three (3) calendar days prior to Notice to Proceed, or at the Preconstruction Conference; whichever is earliest. 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, Project Manager, and Construction Administrator prior to approval to proceed with any abatement process. The Contractor is responsible for verifying that the product delivered to the job site complies with the approved Safety Data Sheet(s) 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 as follows]** Supply ODR, A/E, and Construction Administrator 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 Project Manager, A/E and/or Construction Administrator 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 the following] The University of Texas at Austin Specific Safety Requirements:**
- 7.7.1 **Purpose.** Ensuring contracted construction work is completed in compliance with OSHA and industry standards. Safety compliance shall be considered at all phases of contracted construction work performed for the University of Texas at Austin. 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 and References.** The following standards or references apply to all construction work performed for the University:
- OSHA Laws & Regulations:
Part 1904, “Record Keeping”, (29 CFR 1904)
Part 1910, “Occupational Safety and Health Standards” (29 CFR 1910)Part 1926,
“Safety and Health Regulations for Construction” (29 CFR 1926)
Code of Federal Regulations, Title 29, “Labor”
- The Contractor’s Handbook/Working Successfully at the University of Texas at Austin (<https://utexas.app.box.com/s/fct6i7o8o89xtyc92ejzufjfosbzh1k>)
- The Uniform General Conditions for University of Texas System Building Construction Contracts (<https://www.utsystem.edu/sites/default/files/documents/general-counsel-documents/2025/construction-contracts-and-solicitation-procurement-agreements/2013ugcs12-16-2024revisionga-48emssec4tac.docx>)

7.7.3 Requirements:

7.7.3.1 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:

Emergency Action Plans (CFR 1910.38)

Fire Prevention Plans (29 CFR 1910.39)

Hazardous Waste Operations and Emergency Response (HAZWOPER) Plan (29 CFR 1910.120(b)) – Safety and health program

Hazard Communication Standard (29 CFR 1910.1200 (e))- Written hazard communication plan

Bloodborne Pathogens Exposure Control Plan meeting OSHA 29 CFR 1910.1030 (c) standards

The University also requires the following to be addressed in all safety plans:

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

The University 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 A/E of record.

7.7.4 Contractor Reporting of Safe Work Practices.

7.7.4.1 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 Administrator **via email within 24 hours.**

7.7.4.2 Job Hazard Analysis (JHA) and Job Briefings. OSHA publication 3071 - *Job Hazard Analysis* is intended to provide advance planning of project and site specific safety controls, personal protective equipment (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 a JHA 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.

7.7.4.3 Non-routine JHAs shall be prepared by the Contractor. Non-routine JHAs may include tasks such as rope access work plans/JHAs; incidental, medium, heavy, and critical lift plans; trenching plans; and confined space work plans. Non-routine JHAs shall be submitted to the Project Manager and Construction Administrator for review no less than five (5) working days prior to starting the task.

7.7.4.3.1 Permits (Authorizations)-To-Work (confined space, welding/ cutting, hot work, electrical hot work). Work in confined space; perform hot work; lock out/tag out (LOTO) of energized systems or welding/cutting require the Contractor issue their internal “Permits to Work” permit and to post the permit visibly on the Project site. The Contractor must also complete the appropriate JHA 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 approval has been secured from the appropriate department(s) (Fire Prevention Services, Utilities and Energy Management, Facilities Services/Maintenance Operations Zone Shops and building management for the facility). Permits must clearly note the date, capital project (CP) number, specific location and floor including applicable room numbers, description of work being performed and the name of the person/company performing the work; The permit must be signed off by the Contractor and must have a start date and time and an expiration date and time.

7.7.5 Site Control, Signage and Access.

7.7.5.1 Access to Construction Sites. The Project Manager and Contractor shall define who is authorized to enter the construction site. Other personnel requiring access to a construction area must, except for emergencies, obtain approval to enter the construction premises from the Contractor’s Superintendent, the Project Manager, Construction Administrator and/or emergency personnel.

7.7.5.2 The Contractor has the support of the University to request that anyone not in compliance with their safety plans and posted signage to leave the site immediately, including individuals entering an active jobsite without proper PPE.

7.7.5.3 Project and safety signage shall be placed at each project entrance and on fenced parking and storage areas. Signage must include Contractor’s 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 signage 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 PPE comparable to the PPE requirements for workers on the Project, and follow special instructions posted by the Contractor.

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
PDC 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

7.7.5.3.1 Additionally, 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.

7.7.5.3.2 As appropriate, signage 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.



7.7.5.3.3 Standard tags must 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).

7.7.6 Observations. Throughout all phases of construction, the Project Manager and Construction Administrator overseeing the Work 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.

7.7.6.1 Observations by EHS and FPS may take place at any time to ensure compliance with applicable codes, standards, and regulations.

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

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

7.7.6.3.1 The Contractor’s competent person shall conduct regular inspections of the workplace 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 ensure that fire extinguishers are available for their work teams within the designated OSHA distances.

7.7.6.3.2 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.

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

7.7.7 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.

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

7.7.8 Unsafe Activities or Conditions. PDC leadership has granted authority to its staff to stop any unsafe activity or condition and to 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 identification. Imminent-hazard activities must be stopped and corrected immediately.

7.7.9 Injuries, Incidents, Equipment Damage. Contractor shall immediately notify the Project Manager and the Construction Administrator of all injuries, incidents, or accidents involving any individual, equipment, property or bystander on or near the Work, and shall follow-up the verbal report in writing within twenty-four (24) hours of the event.

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

- Contractor's emergency action safety plan
- 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.

7.7.11 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.

7.7.12 Contractor Personnel.

7.7.12.1 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 use the proper PPE and tools to safely perform their work.

When OSHA requires a competent person, the Contractor must designate such an individual in writing and be prepared to demonstrate to the Project Manager and Construction Administrator the basis for the individual's competency. Activities that typically require a competent person include, but are not limited to:

- Superintendent or designated Safety Officer
- Excavation
- Scaffold erection-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
- Equipment operators

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

7.7.12.3 PPE. The following PPE must 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, a photo identification badge and any other PPE deemed appropriate for the construction site. The Contractor is responsible for issuing the employee photo ID badge and enforcing these requirements at all times. All apparel must be appropriate for the work site conditions and free of writing/graphics that may be construed as offensive or inappropriate.

7.7.12.3.1 PPE must meet the following standards:

- ANSI Z89.1-2003 – “American National Standard for Industrial Head Protection”
- ASTM F2412-2005 – “Standard Test Methods for Foot Protection and ASTM F2413-2005 “Standard Specification for Performance Requirements for Foot Protection”
- ANSI Z87.1-2003 – Occupational and Education Personal Eye and Face Protection Devices
- ANSI/ISEA 107-2004 - American National Standard for High Visibility Safety Apparel and Headwear, class 2 or class 3, for outdoor construction projects with heavy equipment.

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

7.7.13 Roles and Responsibilities:

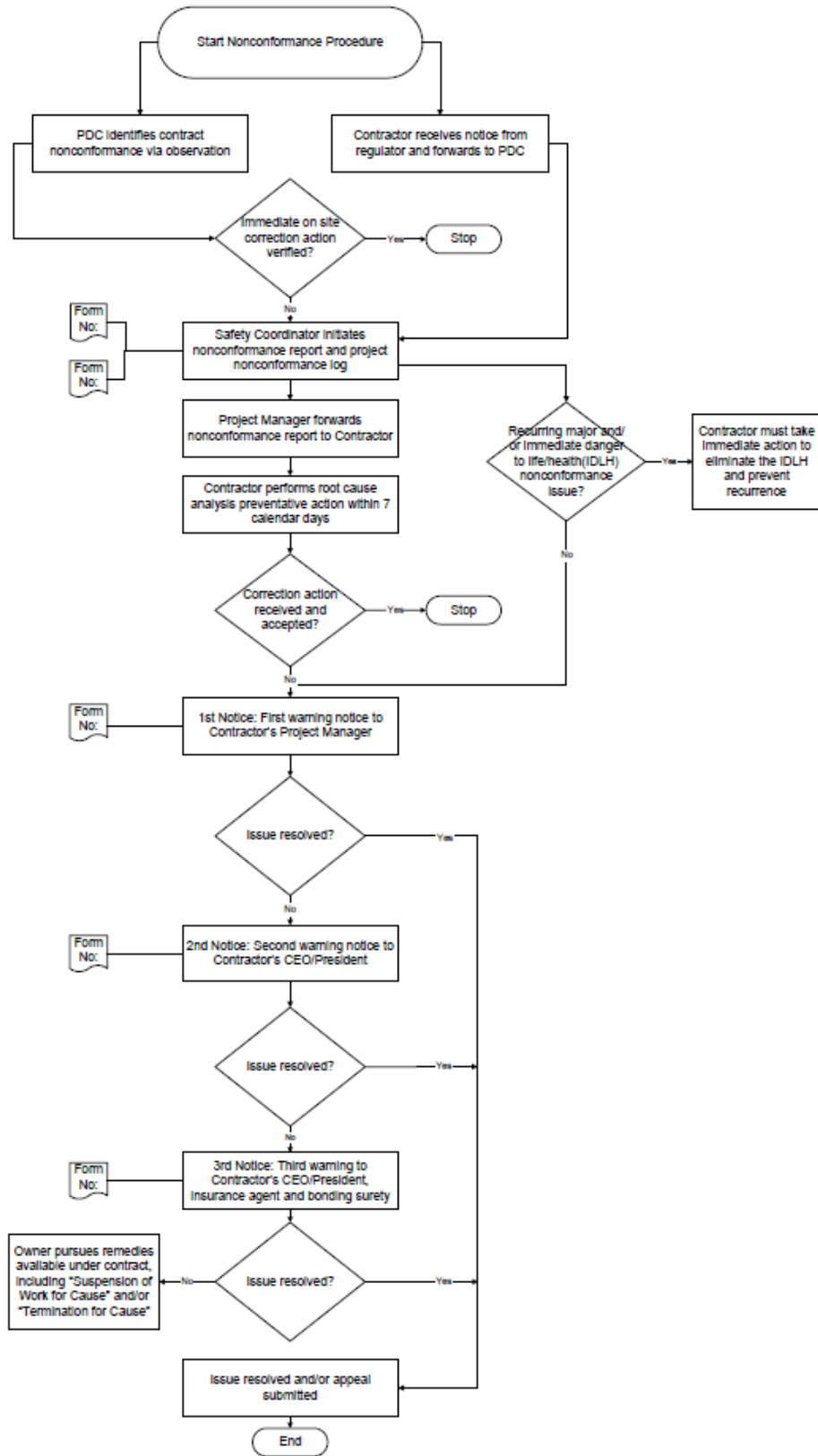
7.7.13.1 Planning, Design and Construction (PDC). Project Managers and Construction Administrators from PDC oversee construction work performed at UT Austin facilities.

7.7.13.2 Construction Administrator. The role of the Construction Administrator is to act on behalf of the 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.

- 7.7.13.3 Fire Prevention Services. FPS oversees construction projects to ensure a safe environment for faculty, staff, students and visitors including monitoring buildings for compliance with state and local requirements as well as inspections and drills necessary for reduction of risk and elimination of potential negative repercussions of fire on campus.
- 7.7.13.4 Project Manager. The Project Manager is the Owner's Designated Representative (ODR) and has responsibility for general administration of the project. The Project Manager is the primary point of contact between the University and the Contractor.
- 7.7.13.5 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 Project Manager or Construction Administrator may institute the escalated Notice of Noncompliance (Appendix I).
- 7.7.14 Training. The Contractor's Project Managers and Superintendents shall have completed OSHA 30-hour training and submit evidence of the training to the University prior to the issuance of a Notice to Proceed.
- 7.7.15 Site-Specific Safety Orientation. The Project Manager will coordinate a site-specific safety orientation and review safety requirements at the pre-proposal and preconstruction conferences.
- 7.7.16 Appendices.
Appendix I, Escalated Notice of Noncompliance Procedure
Appendix II, Potentially Noxious Compounds and Odor Thresholds

Appendix I



Company Name
Address
City, State, Zip

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

Dear (Company Project Manager):

Pursuant to Article 7: Construction Safety of the Uniform General Conditions and Article 7 of the Additional General Conditions, a Notice of Non-Conformance was issued on the project site to your site Superintendent, _____ (name) on _____ (date), by the Construction Administrator for Planning, Design and Construction (PDC) 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 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 Campus Operations Contract Management 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 (CP) No:
Project Name:

Dear (Company Contract authority):

Pursuant to Article 7: Construction Safety of the Uniform General Conditions and Article 7 of the Additional General Conditions), a Notice of Non-Conformance was issued on the project site to your site Superintendent, _____(name) on _____ (date), by the Construction Administrator for Planning, Design and Construction Services (PDC) 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 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 Campus Operations Contract Management 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 and Article 7 of the Additional General Conditions 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 follows:

Non-Compliance Items:

- *
- *
- *

Your construction contract with the University of Texas at Austin 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 a particular 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).

When possible, not using chemicals with a potentially noxious odor is critical. If possible, chemicals with a potentially noxious odor should be replaced with less odorous chemicals.

The list provided below is not a complete list of all noxious chemicals. For specific concerns not addressed in this Appendix, please contact EHS at (512) 471-3511. If the Project Manager for The University determines that noxious chemicals must be used, every effort must 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 Sulfhydrate; Thimethyl Alcohol; Ethanethiol; Ethyl sulfhydrate; Mercaptoethane; Ethyl Hydrosulfide; Ethyl Thioalcohol; Thioethanol; and Thioethyl Alcohol.

Methylene chloride (Dichloromethane) must 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 the odor (smell) can typically be detected long before the concentration becomes 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 example below).

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 must remain closed to the space undergoing renovation. Where there are no doors, plastic barriers must be erected 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 any child occupied facilities. If these chemicals must be used, work must be performed after hours or on weekends when the facility is empty if at all possible. In emergency cases where work must be performed while the building is occupied, the Contractor must contact the Project Manager, Construction Administrator, building manager and EHS prior to starting work.

Communication: When renovation and repair projects 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 as follows]** Contractor shall within **SEVEN (7) CALENDAR DAYS** of the effective date of the Notice to Proceed with construction, submit to the ODR, and the AE, a submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by the A/E and Owner. The list shall include Shop Drawings, manufacturer’s(s’) literature, certificates of compliance, material samples, material colors, guarantees and all other items identified through the specifications.

8.3.1.1.1 **[ADD the following]** Final Air Handler Units (AHU), pumps and other long lead component Submittals that may affect construction schedule will be reviewed by Owner within one (1) week of submission date of all related submittals. AHUs shall be delivered onsite no later than twelve (12) weeks after the date of the Notice to Proceed Letter.

8.3.1.2 **[REVISE as follows]** Contractor shall indicate the type of item, Contract requirements reference and Contractor's scheduled dates for submitting the item along with the requested dates for approved answers from A/E and Owner. The submitted register shall indicate the projected dates for procurement of all included items and shall be updated at least monthly with actual approval and procurement dates. Contractor's Submittal Register must be reasonable in terms of the review time for complex submittals. Contract's submittal schedule must be consistent with the Work Progress Schedule and identify critical submittals. Contractor must show and allow a minimum of **SEVEN (7) CALENDAR DAYS** duration after receipt by the A/E and ODR for review and approval, contingent upon *submission of all related (to each other or to a related assembly) submittals in order to approve any individual submittal*. If re-submittal is required, allow a minimum of an additional **SEVEN (7) CALENDAR DAYS (THREE (3) CALENDAR DAYS for projects using the Job Order Contracting (JOC) delivery method)** for review. Submit the updated Submittal Register with each request for progress payment. Owner may establish routine review procedures and schedules for submittal at the preconstruction conference and/or elsewhere in the Contract Documents. If Contractor fails to update and provide the Submittal Register as required, Owner may, after seven (7) days' notice to the Contractor withhold a reasonable sum of money that would otherwise be due to the Contractor.

8.3.7 **[ADD the following]** **DURING PROPOSAL SOLICITATION**, the Owner will only consider requests for substitution **from prime proposers** received at least **EIGHT (8) CALENDAR DAYS PRIOR TO THE DUE DATE FOR SUBMISSION 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 some projects, products are specified by name one or more projects and indicating the option of selecting equivalent products by stating "or approved equivalent" or similar wording. The intent is to establish criteria for measuring the equality of proposed substitutions with those specified and providing respondents with an equal opportunity to bid any approved substitution. For products specified by naming one or more products, by indicating the option of selecting equivalent products, Contractor must submit request as required for substitution, for any product not specifically named.

8.3.7.2 **Request for substitution shall include:**

- Name and address of prime respondent submitting the request
- Name and address of manufacturer of the proposed substitution
- Trade name
- Manufacturer's data
- Model or catalog designation
- Complete data substantiating compliance of proposed substitution with Contract Documents including approved installation details
- Statement that the proposed system has been in use for a minimum of ten years in Texas

- List of at least five reference projects within a reasonable distance from the University along with names and phone numbers where the proposed alternate system was used under similar conditions. These reference projects must be available for inspection by the Owner.

Substitutions will not be considered if acceptance will require substantial revision of the Contract Documents and/or if any references investigated provide less than a satisfactory response.

8.6 **[ADD the following]** Owner Quality Control.

8.6.1 If deemed necessary, the Owner will provide additional quality control performed by an independent agency for the Project.

8.6.2 The Owner will not pay for the Contractor's quality control inspection or for 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 quality control agency shall include:

- Observation of materials and application procedures and documentation of compliance or noncompliance with Project Specifications and manufacturer's(s') written instruction
- Observation of procedures, followed by a written report to the Owner
- Reporting observed defects and deficiencies to the Owner
- Provide documentation including photographs, samples, and reports to the Owner

8.6.4 The independent quality control agency shall not be responsible for:
Acts or omissions of the Contractor

- Supervision or management of the work
- Changes to or interpretations of the Specifications
- Safety precautions or procedures outside of those required for independent quality control agency's staff
- Relieving the Contractor from its obligations and responsibilities as set forth in the Specifications
- Any warranty or guaranty of the acceptability of the Contractor's work
- Any changes in the requirement for the Contractor to fully comply with the provisions of the Contract Documents.

8.6.5 The independent quality control agency 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 **[REVISE as follows]** Work Progress Schedule:
Refer to Owner's Special Conditions and Division 1 of the Specifications for additional schedule requirements. 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. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-Out Document and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

Contractor shall update the Work Progress Schedule and Submittal Register no less than weekly.

Note: This article pertains to construction phase schedules. Additional requirements for design phase scheduling for Construction Manager at Risk and Design Build contracts are outlined in Division 1 Project Planning and Scheduling Specifications.

9.6 Modification of the Contract Time.

9.6.2.1.1 **[ADD the following]** Requests for extension shall meet the following conditions:

- Work could not have been done on any other portion of the Project without adverse consequences,
- No single day is counted more than once, and
- Lost holidays or weekends are not 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 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 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 the following]** 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 Contract.

9.11.2 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 charge liquidated damages in addition to those permitted by Article 9.11.1 from the deadline set in the certificate until all items are completed and accepted.

ARTICLE 10. PAYMENTS

10.1 **[REVISE as follows]** Schedule of Values.

Contractor shall submit a Schedule of Values, itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and in sufficient detail, to the ODR and the A/E within seven (7) calendar days of the date of the Notice to Proceed for acceptance.

10.1.1.2 **[ADD the following]** 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 The Schedule of Values shall itemize separately the cost for training, when training is required, in the General Conditions.

10.2 Progress Payments.

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

- Contractor submits only one payment application, less retainage, for the entire completed job;
- Project is a single trade project only; or
- Total Project Cost is less than Fifty-Thousand and 00/100 Dollars (\$50,000.00).

10.2.1.7 Each progress pay request shall be submitted on the form provided to the Contractor by the Owner at the time of Notice to Proceed.

10.3 Owner's Duty to Pay.

10.3.2 Retainage. **[REVISE as follows]** 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 A/E will not reduce the amount retained below ten percent (10%). For Projects greater than \$400,000, the retainage shall be five percent (5%).

10.3.2.4 **[ADD the following]** In addition to all other insurance requirements in the Contract, 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 naming The University of Texas at Austin as the insured. This coverage may be part of the Builders Risk Certificate if name, address and location are specifically named.

10.3.2.5 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.

11.1.6 **[ADD the following]** 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 the Change Order.

11.7.2 **[REVISE as follows]** All proposed costs for change order Work (the Cost of Work) must be supported by itemized accounting of material, equipment and associated itemized installation costs in sufficient detail, following the outline and organization of the established Schedule of Values, to permit analysis by A/E and ODR using current estimating guides and/or practices. Copies of Subcontractor and vendor proposals shall be furnished unless specifically waived by ODR. 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 following]** The Contractor must complete and submit the Equipment Add-Update-Retire Form as required in Paragraph 6.2.4.1. The format of this form shall be furnished to the Contractor and is available through the PDC website at:
<https://utexas.app.box.com/s/6vwhoy700ytd621h764gzvaf0fsi658m>.

12.1.2 Final Inspection. **[REVISE as follows]** Contractor shall complete the list of items identified on the pre-final Punchlist prior to requesting a final inspection. 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. Upon completion of the pre-final Punchlist work, Contractor shall give written notice to ODR and A/E that the Work will be ready for final inspection on a specific date. Contractor shall accompany this notice with a copy of the updated pre-final Punchlist indicating resolution of all items. On the date specified or as soon thereafter as is practicable, ODR, A/E and Contractor will inspect Work. A/E will

submit to Contractor a final Punchlist of open items that the inspection team requires corrected or completed before final acceptance of the Work.

12.1.2.1 **[ADD the following]** Prerequisites for acceptance of Substantial Completion for Projects involving roofing, waterproofing, and other similar work shall include, but are not limited to, the following inspections:

- Successful leak testing of each portion of the Project including roofing and gutter work
- Absence of ponding and satisfactory drainage of all new pavement and drainage systems

12.3 Acceptance and Payment.

12.3.1 Request for Final Payment. **[REVISE as follows]** Following the certified completion of all work, including final Punchlist items, cleanup and delivery of record documents, Contractor shall submit a certified Application for Final Payment and include all sums held as retainage and forward to A/E and ODR for review and approval. Prior to or with the Application for Final Payment, Contractor shall submit final electronic copies of as-constructed documents, maintenance and operating manuals, and Equipment Add/Update/Retire form.

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 Material or Work as required under Article 16, safety data sheets for all materials and all other items required by the Contract. Contractor must submit 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, or will be paid, or otherwise satisfied within the period of time required by *Texas Government 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.

All required Close-Out Documents as directed by Owner 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 **[ADD the following]** If, in the opinion of the Project Manager or Construction Administrator, Work is not being performed in accordance with the Contract Documents, Work may be stopped until all discrepancies are resolved. Extension of completion time due to 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 the following]** Asbestos Waste Manifests: All third-party asbestos consultants or the asbestos abatement contractor shall be required to sign asbestos manifests on all University projects that include asbestos abatement work. The individual signing the asbestos waste manifest shall provide a certification evidencing the satisfactory completion of the Department of Transportation General Awareness Training including Security Awareness training and Function-Specific Training for Class 9 to adequately complete asbestos waste manifests in compliance with Code of Federal Regulations 49 CFR 172, Subpart H. No more than thirty (30) calendar days after completion of abatement, copies of all asbestos waste manifests shall be submitted directly to EHS via email (EHS-Asbestos-Lead-Program@austin.utexas.edu) with the respective Project Manager copied.

[ADD the following] ARTICLE 18. 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. Contractor shall provide signage and appropriate barricades to prevent any unsafe condition from developing during Work under the Contract, complying with recognized standards and code requirements for the erection of substantial barricades where needed to prevent accidents. Contractor shall properly store and secure materials to prevent unauthorized use.
- 18.3 Temporary Fire Protection. Contractor shall review fire prevention and protection needs with the ODR and Owner's FPS officials and establish procedures to be followed in the event of fire. Contractors shall instruct personnel in procedures, and post warnings and information. Unobstructed access to fire extinguishers, temporary fire protection facilities, stairways, and other access routes shall be maintained at all times. Smoking is prohibited on University property. Contractor shall supervise all 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. Contractor has the duty to and responsibility for compliance with all pertinent sections of the Occupational Safety and Health Act of 1975, and all amendments thereof. The Contractor shall take all necessary actions and provide all equipment and labor necessary to protect students, staff, faculty, and the general public from dangers associated with the Work. 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 Work 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. Sanitary facilities shall be obscured from public view to the greatest practical extent and the location for installation shall be acceptable to Owner.

All 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. Contractor shall strictly enforce the use of such sanitary facilities by all personnel at the site.

[ADD the following] ARTICLE 19 ADDITIONAL CONDITIONS -ENVIRONMENTAL HEALTH AND SAFETY

19.1 Construction Site Procedures for Contractors.

19.1.1 Required Standard Project Site Procedures.

1. *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.
2. *Pressure Washing:* Discharges from pressure washing must not be allowed to enter a storm sewer or waterway. Contractors should 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 PDC and EHS, 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 EHS. Project managers must be involved in the discharge request. (permission to discharge to sanitary sewer may take up to five working days.)
3. *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 waste, such as general construction debris may be recycled or disposed of in the trash container. **Contractors shall never dispose of liquid waste of any kind in dumpsters.**

4. *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. Extra cardboard end pieces must be removed to ensure that lamps fit in the box. Any plastic lamp sleeves and tape from spent lamps must be removed when packing for waste collection. EHS also has boxes available for packaging standard four foot and eight-foot length fluorescent lamps. To receive a packing box contact EHS at 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.

5. *Broken Fluorescent 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. 30-gallon metal drums labeled with the words "broken fluorescent lamps" must be dedicated to collect the broken pieces, and Contractor must contact EHS for disposal when the drum is full. The drum must be sealed when it is not actively receiving broken bulbs.
6. *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) must never be rinsed off the site; instead, sediment 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 must 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 Design and Construction Standards regarding Erosion and Sedimentation Controls.

7. *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. Contractor must notify EHS before dewatering and/or discharging.
8. *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.
9. *Separators or Traps:* Before removing, emptying and/or cleaning oil/water separators or traps connected to storm sewers, Contractor must verify that the materials in the separators/traps have been tested by Toxicity Characteristic Leachate Procedure (TCLP) within the last two years. TCLP testing 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 Contractor must be prepared to contain spills to prevent spreading, containing the spill in a small area. Contractor must keep sorbent materials such as clay (kitty litter), polypropylene booms and pads, rags and sawdust on hand for effective clean-up of spilled liquids on pavement, in water or on soil. Soil or other media 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 to ensure that the contamination is not flushed back onto the ground during a rainstorm.

Contractor must dispose of all waste materials appropriately, based on the type and quantity of contaminants. Hazardous waste (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.

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, fuel, 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 shall be dumped or leaked onto the ground or allowed to run-off of a construction site that might cause pollution. 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 EHS (512-471-3511 (after hours, press "0" during recording)) and the ODR should be notified immediately in the event of:

- All spills that threaten to enter a storm sewer or watercourse.
- All petroleum spills (e.g., hydraulic fluid, transmission fluid, diesel, gasoline, etc).
- All hazardous or unknown material spills (e.g. many solvents, cleaners, etc.).
- Any discharge from construction site suspected to 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).

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

20.1 OOL. OOL only solicitations (part of the Job Order Contracting program) primarily involve labor only types of Job Order agreements that supplement internal shop services and are under the direct supervision of UT personnel. OOL agreements do not necessarily relate to conventional project requirements involving drawings and specifications and only on rare occasions involve the purchase of materials or subcontracting labor. For this reason, some UGC and AGC requirements may not apply in whole or in part, including but not limited to, bonding and certain insurance coverages; retainage requirements, schedules of values on payment invoices, guidelines for temporary facilities, and other miscellaneous items that would be standard requirements for general construction contracts.

(END OF ADDITIONAL GENERAL CONDITIONS)