## OWNER’S SPECIAL CONDITIONS

## pART 1 - general

* 1. PURPOSE
     1. These Special Conditions are in addition to the requirements of the Uniform General Conditions for University of Texas System Building Construction Contracts (UGC), and are a part of the Contract Documents.
     2. Terms and conditions set forth in this document are for the Contractor only, and are valid regardless of the project delivery method. For Construction Manager at Risk or Design-Build, the final version of the document shall be confirmed by the Owner, and included by the Construction Manager or Design-Build Contractor in the Guaranteed Maximum Price Proposal.
  2. SEPARATE CONTRACT
     1. As provided in the UGC, the Owner may award other contracts for other portions of the Project. Additional separate contracts may include, but are not limited to, commissioning, geotechnical, surveying services, furnishings procurement, furnishings installation, equipment installation, fire alarm certification, HVAC test and balance services, and construction materials testing.
  3. PREVAILING WAGE RATE DETERMINATION
     1. In accordance with the UGC, the attached schedule identifies the Prevailing Minimum Wage Rate determination for Bexar County. Refer to “Attachment A.”
     2. The Owner may verify wage rate compliance in the field by interviewing workers. The Contractor shall assist the Construction Inspector (CI) with this task, including providing translation for non-English speaking workers.
  4. RELATED DOCUMENTS

In addition to specific references indicated herein, the Contractor's attention is specifically directed, but not limited, to the following Sections and Documents, which include additional administrative requirements.

* + 1. Provisions established within the Uniform General Conditions for University of Texas System Building Construction Contracts (UGC), all Sections of Division 1 - General Requirements, other applicable Sections of all Divisions of Specifications, and the Drawings are collectively applicable to this Section. In the event of conflict between specific requirements of the various documents, the more restrictive, the more extensive (i.e. more expensive) requirement shall govern.
       1. Effective February 1, 2008, all references within the UGC to the Texas Workers Compensation Commission shall be revised to the Texas Department of Insurance, including all subsequent acronyms.
    2. “Attachment A” (To Special Conditions): Prevailing Wage Rate Determination.
    3. “Attachment B” (To Special Conditions): Project Sign.
    4. “Attachment C” (To Special Conditions): Weather Days.

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## PART 2 – PRODUCTS

* 1. OWNER’S SPECIAL CASH ALLOWANCES
     1. A total Owner’s Special Cash Allowance of $0.00 shall be included in the Contractor's base proposal amount, to cover expenses identified below. The Contractor shall confirm the costs and inform the Owner at least 30 calendar days prior to purchase or payment. The Contractor shall be reimbursed through a reduction in the scheduled Owner’s Special Cash Allowance amount below in accordance with the UGC.
        1. The Owner is exempt from paying for permits and fees to local government entities related to work on the Owner's property. There shall be no building permit required, no platting fees, and no local government inspection fees for permanent work on the Owner's property. The Owner is not exempt from permits and fee requirements for work in public rights-of-way or outside the boundaries of the Owner's property.
  2. NOT USED
  3. ANIMALS AND LIVESTOCK
     1. Animals including, but not limited to, personal pets and livestock, are prohibited from the Project site, except assistance animals as defined by the Americans with Disabilities Act 28 CFR § 36.104 and Texas Human Resources Code, Title 8, Chapter 121.
     2. Modifications and adjustments to the work environment will be considered by the Owner for contracted work force that require or utilize animal assistance to address limitations associated with a recognized disability. The Contractor shall submit the written request to the Owner’s Designated Representative (ODR) and shall demonstrate appropriate monitoring measures for control in the Project Safety Plan.
  4. TEMPORARY FIELD OFFICE STRUCTURES, FURNISHINGS, AND EQUIPMENT
     1. Unless otherwise agreed to by the Owner, temporary field office(s) shall be provided and maintained for the duration of the construction phase (from Notice to Proceed until at least Substantial Completion) and removed only after concurrence from the Owner’s Designated Representative.
     2. Temporary field office(s) shall have adequate and safe entry, including steps with railings and landings or stoops as appropriate, and shall provide hard, non-slip surface walkways to connect the field office structures to one another and to site entry or exit.
     3. The Contractor shall provide field office(s) and storage sheds/trailers/accommodations as necessary for the major subcontractors to adequately perform their respective work.
        1. All storage sheds/trailers shall be secure and weather tight for the storage of tools and all materials, which may be damaged by the weather. All storage sheds floors shall be raised at least 6 inches above grade.
     4. Contractor’s Temporary Field Office:
        1. The Contractor shall coordinate and direct the work of the Project from the Project site.
        2. The Contractor shall provide and maintain at least one temporary field office that is adequately staffed, furnished, and equipped.
        3. Conference areas shall include at least one primary area suitable for up to 15 persons to participate in Project progress and coordination meetings. The walls of this conference area are to serve as display surfaces for maintaining current project photos, color boards, prints of project schedules, work placement plans, etc.
     5. Owner’s Temporary Field Office(s)
        1. The Contractor shall provide and maintain (1) securable, functional office within his temporary field office for use by the Owner, as approved by the Owner’s Designated Representative (ODR) for the duration of the project from the Notice to Proceed for Construction to at least Substantial Completion. The temporary field office shall be removed only after concurrence from the ODR.
           1. The office shall be lockable and include provisions for (2) 30”x60” desks, (2) ergonomic chairs, and (2) internet drops to accommodate (2) full-time inspectors at the project site, to include access to conference area(s) and functioning toilet facilities.
  5. PROJECT FENCING
     1. The Contractor and Subcontractors shall confine their activities to the Project Site and in no way obstruct any other part of the campus or utilize any campus facilities for any purpose.
        1. Upon mobilization, the Contractor shall build a substantial wire mesh fence at least 6 feet high with top rails as shown on the Site Plan, completely surrounding the site. Posts shall be placed not more than 8 feet apart and securely set in the ground. Wire mesh shall be tightly stretched over the supports and attached at the top rail.
        2. The Project site fencing shall include Emergency Service and trucking gates in locations shown on the Site Plan. The gates shall be hung with heavy strap hinges and hasps for locking. Fences and gates shall be properly maintained until Substantial Completion, and only removed with concurrence from the Owner.
  6. PROJECT SIGNAGE
     1. The Contractor shall construct and erect one Project sign on the Project site in a location designated by the Owner. The sign shall be constructed as instructed by the Owner. Refer to Attachment “B.”
     2. The Contractor shall submit a ¼” = 1’-0” scale shop drawing of the sign, including all lettering, to the Owner for approval prior to installation. The sign shall remain the property of the Owner. Upon project completion, the Contractor shall remove the sign and deliver it to a location designated by the Owner.
     3. Additional Contractor or Subcontractor signs or advertisements shall not be permitted without the Owner’s written approval. Corporate logos and artwork are prohibited.
  7. TEMPORARY PROJECT WATER
     1. The Contractor shall provide temporary lines for all water required during the Project and shall make arrangements with the Owner's Utility Department for water service. This shall include all means of conveying and the necessary metering devices. In lieu of temporary connections, the Contractor may make permanent connections and such may serve for the construction period.
     2. In the event water is not available at the Project site from the Owner's existing distribution system, the Contractor shall negotiate with the local distributor for water and pay all fees and rates required by the local Water Department.
     3. The Contractor shall pay all costs related to providing and installing temporary construction water, except water utility charges (if Owner-provided).
  8. TEMPORARY PROJECT POWER AND LIGHTING
     1. The Contractor shall make arrangements with the local Utility Company for temporary construction power. If power is available only through the Owner's system, the Contractor shall provide metering equipment and extend temporary power to the site, even if the monthly consumption is paid by the Owner. The Contractor may energize the permanent power system in the building only with prior written approval from the Owner. The Contractor shall provide adequate ground fault interruption (GFI) protection and a main disconnect panel at the point of connection to the Owner’s system.
     2. The Contractor shall provide adequate lighting about the site for security, inspections of excavations, and if night shift work occurs. The Contractor shall also provide adequate temporary interior lighting throughout the building enclosure to facilitate quality workmanship and appropriate inspection conditions.
     3. The Contractor shall pay all costs related to providing and installing temporary construction power and lighting, except electric utility charges (if Owner-provided).
  9. TEMPORARY PROJECT MECHANICAL SERVICES
     1. If temporary heat is required for the installation or protection of the work, the Contractor shall provide heating and proper ventilation in such a manner that no work shall be damaged.
     2. After the mechanical equipment has been connected to the local chilled water and steam distribution systems, the equipment may be operated by the Contractor to heat and cool the building if automatic controls have been activated to limit thermal usage as deemed acceptable to the Owner.
     3. During operation of the mechanical equipment, prior to achieving Substantial Completion, the Contractor shall keep the mechanical equipment in good operating condition, properly maintained, including cleaning and changing of all filters. New, non-construction filters shall be installed prior to the Owner’s acceptance of the mechanical equipment. The warranty period for the equipment shall start on the Substantial Completion date.
     4. The Contractor shall pay for all costs related to temporary project mechanical services.
  10. TEMPORARY PROJECT PARKING
      1. If available, parking within the Project site shall be at the Contractor’s discretion, however, at least two (2) marked dedicated parking spaces shall be provided for the Owner’s Designated Representative and Construction Inspector at the Project site.
      2. The Owner will not provide Project parking.

## PART 3 – EXECUTION

* 1. PROJECT PARTNERING
     1. The Owner desires to create a cohesive team for this project, to include all primary parties. The Contractor and its primary Subcontractors shall join the Owner and the rest of the Project Team in project "Partnering" as a means of achieving success. The Partnering process is voluntary and the Owner and Contractor shall equally share all costs with no impact to the Construction

Contract price. The results of the workshop are not legally binding, but do represent a commitment by the parties to work together cooperatively toward common goals.

* 1. CONTRACTOR SITE ACCESS AND LIMITS OF CONSTRUCTION
     1. Prior to **any** site activity on CSP projects, during Design Development phase on CM/DB projects, and prior to execution of the first GMP, the Contractor shall submit a draft Site Utilization Plan (1” = 30’-0” scale, or larger) showing proposed location of temporary fencing, lay down area, temporary trailers, stabilized construction entrance(s), cranes, signage, parking, temporary utilities, field offices, size and arrangement of spaces, site control points, and utility tie-in locations, dumpster, sidewalk and/or parking space closures, and truck routes in/out of site for Owner review and approval. The Plan must clearly show location and dimension of gates indicating proposed entry circulation and egress sufficient for fire and other emergency vehicles. Give adequate consideration for safe and accessible pathway at perimeter of fencing, and provide signage indicating “Detour,” “Dead End,” or other messages as appropriate. On CMR/DB projects, the approved site utilization plan will be included in the documents that are the basis for the GMP.
     2. All project personnel shall confine and limit their work and use of the Project site to those areas within the defined limits of construction. All public and university rules, laws, and requirements shall be obeyed and enforced by the Contractor. No tools, construction vehicles, or construction material shall be permitted beyond the Project site limits of construction.
     3. All campus roads, drives, and fire lanes as well as all sidewalks and pedestrian routes, other than those specifically indicated to be in the Contractor's area of control, must be kept open at all times. The Contractor shall make advance preparations for, and obtain security clearance for, all significant material deliveries and truck traffic, cranes, concrete trucks, etc., through the campus to the project site.
  2. ON-GOING CAMPUS OPERATIONS
     1. The Project is surrounded by and/or adjacent to continuously functioning campus facilities, including academic and research efforts. The Contractor shall make every effort to avoid disruptions to ongoing campus activities and to maintain a safe environment for students, faculty, and staff in the areas adjacent to the project.
     2. Campus utilities must not be interrupted except when scheduled and approved in advance by the Owner with appropriate campus technical staff.
     3. Any necessary disruption of campus utilities must be scheduled at least five work days in advance through established procedures with campus technical staff. The Contractor shall not activate or de-activate any campus system, or component of any such system, without written direction from the Owner.
     4. 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.
     5. The use of the campus’ sanitary facilities by the Contractor, or any of the construction workers, is prohibited.
     6. Preventable False Fire Alarms that occur during the execution of the work may be subject at the discretion of the Owner to a service charge of $1,500 per occurrence to be deducted from the CM/R’s or D/B’s construction phase fee. For CSP projects, this charge will be deducted from the Contractor’s contract amount. A Root Cause Analysis (RCA) shall be prepared and used to determine the cause of the alarm and the service charge will be assessed when the

findings indicate the alarm was preventable and directly attributable to actions or inaction of the CM/R/Contractor or the subcontract workforce under their direction.

* 1. CONTRACTOR’S RESPONSIBILITY OF THE PROJECT WORKFORCE
     1. The Contractor is responsible for the actions of the entire Project workforce, including subcontractors' and suppliers' employees, whenever they are on the campus. Responsibilities may include identification badges for workers, busing of workers from remote parking lot(s), written and verbal reminders to workforce of appropriate behavior and avoidance of campus facilities. Established access and egress routes for vehicular and pedestrian traffic are required, as a minimum, in order to maintain control of the work force.
        1. Failure to obtain parking permits, or traffic violations while on campus may lead to cancellation of any Owner provided parking.
        2. The Contractor shall demonstrate the plan for controlling the workforce at all times, while on campus. Unacceptable behavior on the part of a worker anywhere on campus, including parking lots, the Project site, and the accessing route(s) through the site through the campus shall be the responsibility of the Contractor.
           1. Harassment of any person, whether student, faculty, staff, or visitor to the campus, is strictly forbidden. Harassment includes any action such as jeering, whistling, calling-out, staring, snickering, making rude or questionable comments, or similar behavior. Identifiable offending worker(s) shall be permanently removed from the Project.
  2. PROJECT SECURITY
     1. The Contractor is responsible for security of the Project, including site access and exiting. Campus police will not provide security for the Contractor's (or subcontractor’s) areas or personnel.
        1. The Contractor may employ unarmed security personnel for the Project.
        2. The Contractor shall provide a full-time site access monitoring system for the duration of the project
        3. Canine and other forms of animal security and enforcement are prohibited on the Project site.
        4. The Owner may reduce or withhold payment to the Contractor, if deemed necessary, until adequate Project security is in place.
  3. PROTECTION OF WORK
     1. The Contractor and every Subcontractor shall properly and effectively protect all materials and equipment furnished during and after installation. Building materials, contractor's equipment, etc., may be stored on the premises, but the placing of it shall be within the construction fence. When any room in the building is used as a shop, storeroom, etc., the Contractor shall be held responsible for any repairs, patching, and cleaning arising from such use. The Contractor shall protect and be responsible for any damage to its work or material, from the date of the agreement until the final payment is made, and shall make good without cost to the Owner, any damage or loss that may occur during this period. All material affected by weather shall be covered and protected to keep free from damage while being transported to the site and while stored on the site.
        1. During the execution of the Work, open ends of all piping, conduit, ductwork, and all openings in equipment shall be capped and sealed prior to completion of final connections, so as to prevent the entrance of foreign matter.
        2. All heating, ventilating, plumbing, and electrical equipment shall be protected during the execution of the Work.
        3. All plumbing fixtures shall be protected and covered so that no one can use them. All drains shall be covered until placed in service to prevent the entrance of foreign matter.
        4. Trees and shrubs, within the Project site assigned to be saved and maintained, shall be protected by the Contractor with strong open slat fences at least six (6) feet high, completely surrounding the perimeter of the drip line, maintained in sound condition until permission is given for removal. The Contractor shall not remove, cut, or trim any trees or shrubs without the Owner’s written approval, unless specifically identified to be removed on the Construction Documents.
  4. PROJECT SURVEYING
     1. The Contractor shall employ an experienced and competent licensed Professional Surveyor to establish at least three separate permanent benchmarks and shall maintain easy access during the progress of the Work, in order to determine and verify the lines and grades. As the Work progresses, the Contractor shall establish additional and easily accessible benchmarks at each level referenced to first floor finish floor line.
        1. Level or Transit: The Contractor shall maintain an accurate level or transit at the site at all times. This instrument shall be used to verify lines, grades, etc., and shall be available at all times for use by the Architect/Engineer and the Owner. A level shall be used to layout all work and shall be used by operators skilled in its use.
        2. The Contractor shall erect and maintain substantial and braced batter boards at all corners of structures, set their location to provide proper working clearance and verify that they are level and at the proper grade.
        3. As the Work progresses, the Contractor shall lay out partitions on the floor in exact locations as a guide to all contractors and trades.
        4. Before ordering any materials or doing any work, the Contractor shall verify and be responsible for the correctness of all measurements. No extra charge or compensation shall be allowed on account of difference between actual dimensions and the measurements indicated on the Drawings. Any differences, which may be found, shall be submitted to the Architect/Engineer for consideration before proceeding with the Work.
  5. TEMPORARY SHORING
     1. All temporary shoring required for the installation of work shall be included in this Contract and the Contractor shall assume all responsibility for this work and make good any damage caused by improper supports or failure of shoring in any respect. Any provisions that are installed to assure the stability of adjacent structures, trees, roadways, or infrastructure, shall be in accordance with engineered plans (provided by the Contractor).
  6. CUTTING AND PATCHING OF SLEEVES
     1. The Contractor shall consult with the Project Architect/Engineer prior to the commencement of any cutting and/or patching of sleeves, holes, or openings in the execution of the work.
        1. Excessive cutting of the structure that is not shown in the contract documents shall not be permitted, nor shall any piers or other structural members be cut without the written approval of the Project Architect/Engineer. After such work has been installed, the Contractor shall carefully fit around, close up, repair, patch, and point-up as directed by the Project Architect/Engineer.
        2. All cutting and patching of sleeves shall be done carefully, with proper tools by qualified workers, at no additional cost to the Owner. The Contractor or Subcontractor shall build into the work, as indicated on the plans and/or specifications, any and all items furnished by others. Cutting and repairing of work in place, as a result of negligence by the Contractor, shall be completed at no cost to the Owner.
        3. The work performed within each section of the Specifications, unless otherwise indicated in the plans and/or specifications, includes all cutting, patching, and digging for work in that trade section required for proper accommodations of work of other trades. Execute such work with competent workers skilled in trade required for restoration.
        4. The Contractor shall provide sleeves for all service lines, including piping, ductwork, and conduit covered in their scope of work, which may pass through walls, roof, or floors.
  7. HAZARDOUS MATERIAL ABATEMENT
     1. The Contractor shall abate hazardous materials located within the limits of construction as identified in the Drawings and Specifications.
     2. Should the Contractor discover unforeseen hazardous materials (e.g., asbestos, lead, mold), the Contractor shall stop work, properly seal off the affected area, and immediately inform the ODR and the campus’ Environmental Health & Safety office. The Contractor shall make provisions to abate the hazardous materials (i.e., the Owner will not abate the hazardous materials). The Contractor shall ensure that the mandatory Texas Department of State Health Services notification is promptly initiated or amended as appropriate. If lab tests confirm the presence of hazardous materials, the Contractor shall not resume the non-hazardous material-related work in the affected area until the hazardous material has been removed by a licensed abatement subcontractor, and the licensed hazardous materials consultant confirms that the abatement is complete.
     3. The Contractor shall ensure that Texas Department of State Health Services licensed individuals, consultants, or companies are used for any required hazardous materials work including inspection, abatement plans/specifications, abatement, project management, and third-party monitoring.
  8. CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK
     1. The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.
     2. The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished, or added to the Project.
     3. The Contractor shall take whatever measures necessary to ensure that all employees, suppliers, fabricators, material handlers, subcontractors, or their assigns, comply with this requirement.
     4. All materials used on this Project shall be certified as non-Asbestos Containing Building Materials (ACBM). The Contractor shall ensure compliance with the following acts from all Subcontractors:
        1. Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7))
        2. National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos
        3. Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection)
     5. The Contractor shall provide a notarized statement from all subcontractors that no ACBM has been used, provided, installed, furnished, added to, or left on the Project.
     6. The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of State Health Services licensed inspector. The contractor shall provide a person appropriately licensed in accordance with the provisions of the Texas Administration Code, Title 25, Part 1, Ch. 295C, and compile the information from the material safety data sheets of all products used in the construction or renovation, and finding no asbestos in any of those products, prepare a signed written certification that he has reviewed the MSDSs for all products used in the construction and that none of those products contain ACBM and; therefore, the building materials do not contain asbestos.
     7. At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.
     8. The Contractor shall retain an asbestos consultant licensed by the Texas Department of State Health Services, Texas-registered architect, or Texas-licensed engineer to evaluate SDS of permanently installed building materials and provide a signed, written certification that the Work does not contain asbestos
     9. The certification letter should be substantially the same form as the following for renovation and new construction:
        1. **For** **renovation:** I, [Name], Asbestos Consultant, Texas-registered architect or Texas-licensed professional engineer) (license #\*\*\*\*\*TX), was involved in the design and construction of the new renovation of the [*Project*].  I have reviewed all of the Material Safety Data Sheets (MSDSs) (or Safety Data Sheets (SDS)) of all the products permanently installed in the current renovation and none of the products indicate that they include Asbestos-Containing Materials (ACBM) and therefore in my professional opinion, the building materials used in this renovation do not contain asbestos.  This certification, together with copies of the MSDSs (or SDSs), may be used as an asbestos survey as described in the Texas Asbestos Health Protection Rules §295.34(c)(1).
        2. **For new** **construction:** I, [Name], Asbestos Consultant, Texas-registered architect or Texas-licensed professional engineer) (license #\*\*\*\*\*TX), was involved in the design and new construction of the [*Project*].  I have reviewed the Material Safety Data Sheets (MSDSs) (or Safety Data Sheets SDS) of all the products permanently installed in the construction project and none of the products included in the construction indicate that they include Asbestos-Containing Materials (ACBM) and therefore in my professional opinion all parts of the building do not contain asbestos.  This certification, together with copies of the MSDSs (or SDSs), may be used as an asbestos survey as described in the Texas Asbestos Health Protection Rules §295.34(c)(1).
  9. OWNER’S CONSTRUCTION PROJECT MANAGEMENT PLATFORM SOFTWARE
     + 1. For project archival purposes, the Owner utilizes 3rd-party Construction Project Management Platform software. The Platform is used to manage design document packages, construction documents (change orders, ASIs, RFIs, RFPs, field orders, field reports/observations, consultant reports/observations, etc.), project financials, invoice management, quality/safety reports, close-out documents, and other project-related documents for records retention purposes.
       2. The Contractor is expected to use the Platform and will be provided access and training to accomplish document posting, distribution, and archiving for the purposes of review, comments, approval, periodic billings, and other project processes involving multiple parties (e.g. A/E team, Owner stakeholders and departments, 3rd party consultants, etc.).

**PART 4 – SUBSTANTIAL COMPLETION**

* 1. ELECTRONIC O&M MANUALS & RECORD DOCUMENTS

4.1.1 Prior to Requesting Substantial Completion, and as a prerequisite thereto, and prior to submitting Application for Payment including release of any sums held as retainage, and in lieu of the following requirement in UGC 6.2.5 to:

4.1.1.1 *“…provide one (1) reproducible copy and one (1) electronic media copy in a format acceptable to the ODR of all Record Documents, unless otherwise required by the Owner’s Special Conditions”*

4.1.1.2 Contractor shall provide instead, in electronic format as specified herein, all Operating and Maintenance manuals, approved submittals, shop drawings, warranties, certificates, test reports, record documents, commissioning documentation and other items as required by the contract. This requirement is in addition to hardcopies of these documents and all other submittals required elsewhere in the contract, except as specifically stipulated herein.

4.1.2 All small format (11” x 17”) or smaller photographs, cut sheets, sketches, instructions, diagrams & 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.

4.1.3 All documents shall be scanned into a single file in current version of Adobe PDF format with expandable indexed file structure organized according to current CSI format and shall conform to AIA standards, bookmarked to at least Division and Section level and searchable by keyword. Verify that all pages on every document have been scanned. Review each page to ensure scan captures original detail. If images appear too dark or too light, or smudged, rescan to ensure proper image quality & legibility.

4.1.4 Proper labeling must appear on the disk and jewel case to include the Owner's Name (Institution), Project No & Title, Contents of CD / DVD (O&M Record Documents DIV 1- 33), the Sequence Number of the disk if part of a multi-disk set (i.e. DVD 1 of 3) and the Archive Date. CD/DVD must be inkjet printable not using adhesive labels which can delaminate and gum up reader mechanism.

4.1.5 Prior to final submission, (2) two preliminary sets shall be provided for review and approval: One set for Project Architect/Engineer (AE) to review for completeness and accuracy, and one for Facilities Management (FM) to review for conformance to format and file structure as stated herein. Upon acceptance by Project AE and FM, provide **(7) seven** sets of CD-ROM’s or DVD’s.

4.1.6 This requirement in no way modifies or alters other requirements of UGC 6.2.1 through 6.2.4 or in any way diminishes contractor’s responsibility therein defined regarding the requirements prior to requesting Substantial Completion.

End of OWNER’S Special Conditions

**ATTACHMENT “A”**

**(to Owner’s Special Conditions)**

**PREVAILING WAGE RATE DETERMINATION**

The University of Texas System is the contracting agency for this construction project. The following statute requires the contracting agency to specify the generally minimum rates of wages in contracts that are bid.

Government Code 2258

“Construction of Public Works in State and

Municipal or Political Subdivisions; Prevailing

Wage Rates to be maintained”

and

The Uniform General Conditions

for University of Texas System Building Construction Contracts

Pursuant to the requirements of this statute, we have determined that the following rates of wages are paid to various classifications of workers in the locality of this project.

Total hourly compensations to each worker must equal or exceed the minimum wage rates stated in the following attachment. 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.

All hours of work over 40 hours per week are overtime and will be compensated at the rate of 1 and ½ times the regular wage.

Trainees/helpers, where not otherwise specified above, may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but a rate not less than 60% of the journeyman’s wage or less than the Laborers (General) rate. At no time shall a journeyman supervise more than two of apprentices, trainees or helpers. All apprentices/trainees/helpers shall be under the direct supervision of a journeyman working as a crew.



**ATTACHMENT "B"**

**(to Owner’s Special Conditions)**

**PROJECT SIGN**

**THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

**OFFICE OF**

**REAL ESTATE, CONSTRUCTION AND PLANNING**

**NAME OF PROJECT**

**NAME OF INSTITUTION**

**ARCHITECT ENGINEER - (FIRM’S NAME)**

**GENERAL CONTRACTOR - (FIRM’S NAME)**

**PICTURE OF PROJECT**

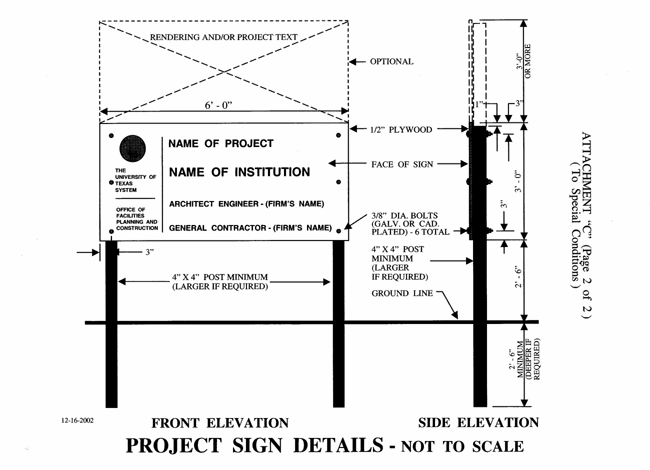


**THE UNIVERSITY**

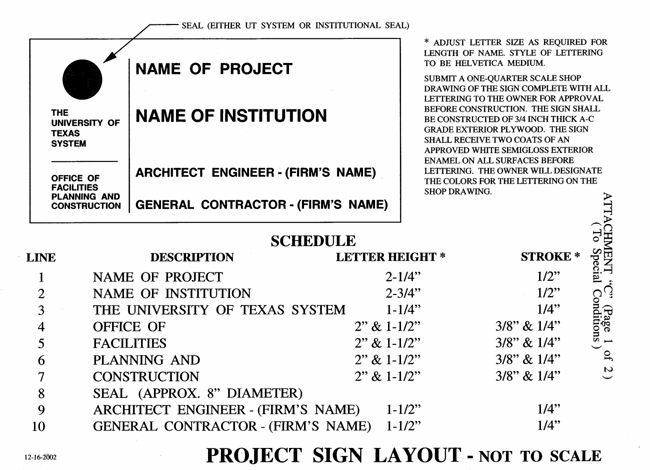
**OF TEXAS AT**

**SAN ANTONIO**

**\*ADJUST LETTER SIZE AS REQUIRED FOR LENGTH OF NAME. STYLE OF LETTERING TO BE ARIAL BOLD.**



**PICTURE OF PROJECT**



**PICTURE OF PROJECT**



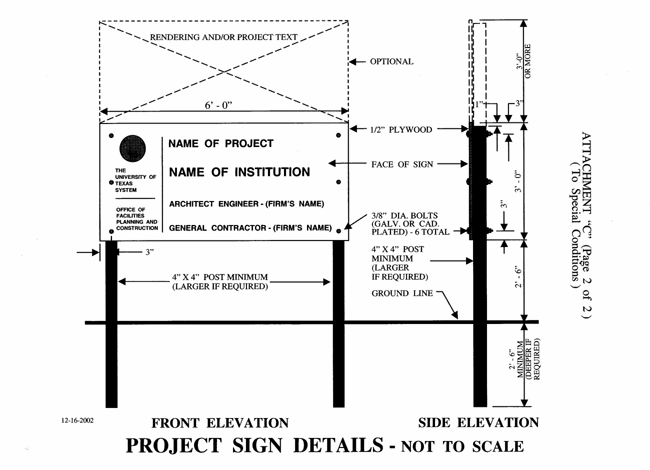
**REAL ESTATE,**

**CONSTRUCTION**

**AND PLANNING**

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(see previous page for layout)



**PICTURE OF PROJECT**



**ATTACHMENT "C"**

**(to Owner’s Special Conditions)**

**WEATHER DAYS**

C1.1 In addition to the project scheduling requirements outlined in the Uniform General Conditions for UT System Construction Contract (UGC), the minimum Total Float required per specification section 01 32 00 - PROJECT PLANNING AND SCHEDULING, and those stipulated in the Owner-Contractor Agreement, the Contractor shall plan for at least the following number of Weather Days for the corresponding institution in the construction schedule.

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Weather Days** (Calendar Days) | | | | | | | | | | | | |
| **Institution** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** |
| UT Arlington, UT Dallas, and UT Southwestern Medical Center Dallas | 6 | 4 | 4 | 3 | 4 | 4 | 1 | 1 | 2 | 3 | 2 | 4 |
| UT Austin | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 3 | 4 | 5 | 4 | 4 |
| UT San Antonio and  UT Health Science Center San Antonio | 4 | 4 | 4 | 4 | 4 | 3 | 4 | 2 | 4 | 4 | 4 | 4 |
| UT Tyler and  UT Health Science Center Tyler | 6 | 4 | 5 | 4 | 5 | 5 | 3 | 3 | 3 | 5 | 4 | 5 |
| UT Rio Grande Valley | 2 | 2 | 2 | 2 | 3 | 3 | 3 | 3 | 5 | 3 | 2 | 3 |
| UT Medical Branch Galveston | 4 | 4 | 4 | 3 | 3 | 4 | 6 | 5 | 5 | 4 | 4 | 5 |
| UT Health Science Center Houston and  UT M.D. Anderson Cancer Center | 3 | 3 | 3 | 2 | 2 | 3 | 5 | 4 | 6 | 6 | 6 | 5 |
| UT El Paso | 1 | 1 | 1 | 1 | 1 | 2 | 4 | 5 | 3 | 1 | 1 | 3 |
| UT Permian Basin | 3 | 3 | 2 | 2 | 2 | 3 | 4 | 3 | 4 | 2 | 2 | 3 |
| *Note: see F:\users\OFPC\PMSS\Project Improvements\Improvement stuff\Owners Spec Conditions Updates\Weather Days\Climatological Data & Update Instructions.xlsx for methodology on derivation of anticipated weather days.* | | | | | | | | | | | | |

C1.2 A Weather Day, as defined in UGC 9.6.2.1, is further defined as a day with 0.25 inches of rainfall or more, and/or has an average temperature at or below 32 degrees, and/or has a sustained wind speed (average of observed values over a two minute period) above 25 miles per hour (21.7 knots) as recorded at the project jobsite.

C1.3 Weather Days shall be planned for by the Contractor in the preparation, development, and monitoring of the construction baseline schedule and status of subsequent updates.

C1.3.1Weather Days shall be recorded as full calendar days.

C1.3.2 Weather Days shall not be included as a construction schedule activity nor as additional float (i.e., days are included as part of the activity’s original duration).

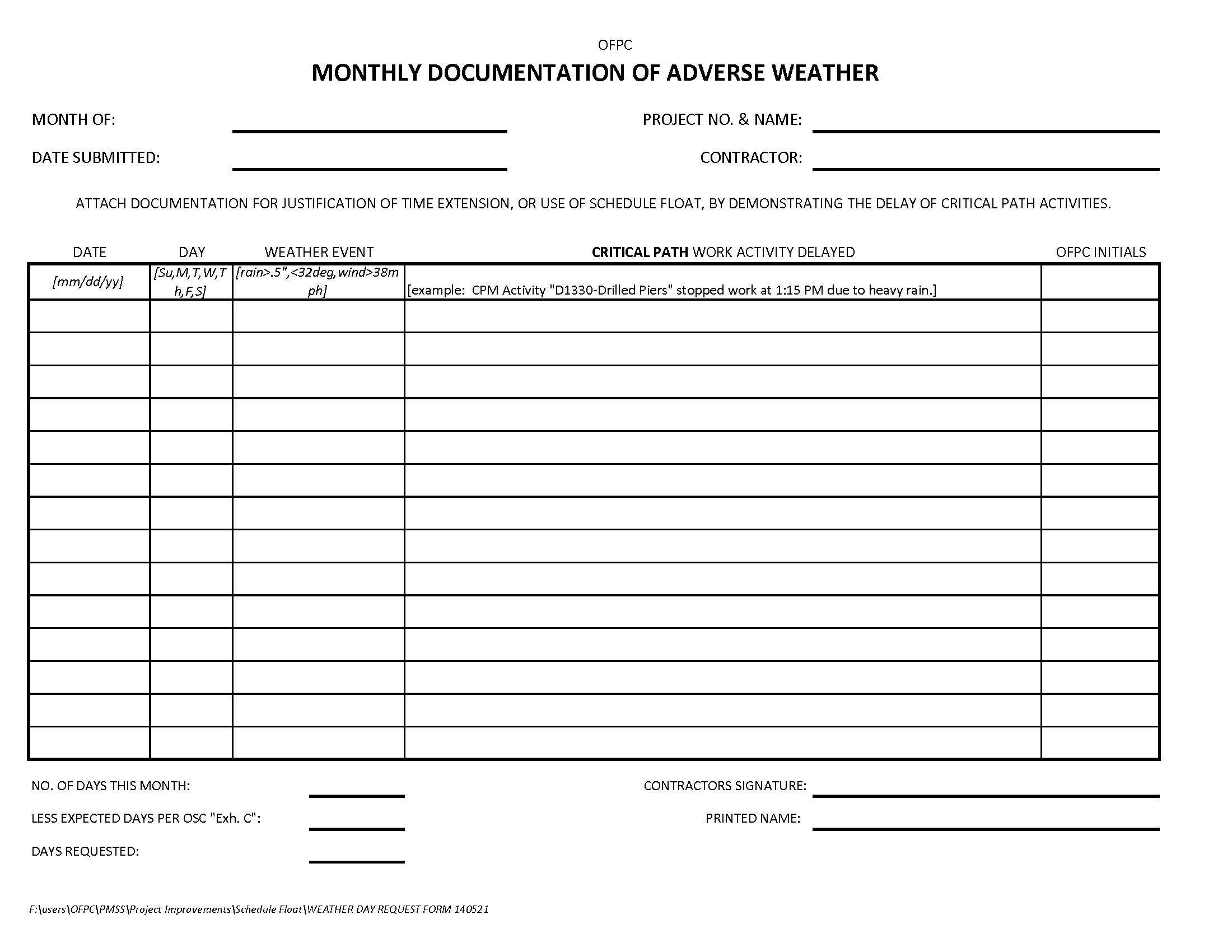
C1.4 The Contractor shall submit written notification to the Owner’s Designated Representative (ODR) of an actual Weather Day within two (2) business days of the event. The written notification must contain the same amount of information as that shown on the attached Exhibit 1 to Attachment “C” - Monthly Documentation of Adverse Weather form. An editable version of this form is available (not mandatory) for use from the ODR.

C1.5 The Contractor may be granted a contract time extension due to weather only when 1) actual weather days exceed the number of weather days for the month shown on the table above, 2) the available project Total Float is zero or less, and 3) the Weather Day causes an actual delay to the Substantial Completion date of the project by impacting one or more planned activities on the longest path of the approved updated Contractor’s construction schedule.

C1.5.1 Time extensions for Weather Days are non-compensatory per Articles 9 and 11 of the UGC for delay of, and extension of time requirements.

**EXHIBIT 1 to ATTACHMENT "C"**

**(to Owner’s Special Conditions)**



REVISION LOG

The following is provided for convenience to the Owner, Architect/Engineer and Contractor to track changes between annual document issuances and is not to be considered by any party to be contractual or 100% complete.

|  |  |  |
| --- | --- | --- |
| **Date** | **Paragraph Revised** | **Initials** |
| 02/01/08 | * + - 1. Added Section - Effective February 1, 2008, all references within the UGC to the Texas Workers Compensation Commission ... |  |
| 05/07/08 | General edits incorporated addressing specific project requirements for capital projects at UT Austin. |  |
| 08/10/09 | UT Austin specific version issued to OFPC Austin Team staff |  |
| 9/30/09 | Updated section 2.2 and subsequent subsections - Builders Risk Endorsements. Deleted Article 2.4.5.5.5 in its entirety. |  |
| 10/05/09 | UT Austin version – Wireless Computing, Contractor Parking Requirements |  |
| 3/1/10 | Revisions to sections 2.4.5.4 and 2.4.5.10 and subsequent subsections. |  |
| 7/18/11 | Articles 2.2.3 and 2.2.4 regarding insurance provisions have been added. | Mgm |
| 2-8-12 | Add Art. 3.3.6 regarding Preventable False Alarms | MGM |
| 9-11-12 | Added “Attachment D” builders risk additional coverage worksheet. | MGM |
| 12-7-12 | Revised Art. 2.2.3, umbrella limits, 2nd sentence, demolition | MGM |
| 2-11-13 | Revised Art. 3.11.6 regarding contractor’s requirements to certify MSDS product sheets and asbestos certification. | MGM |
| 10-25-13 | Revised Art.2.2 to add new provisions for the Owner Provided Builder’s Risk Insurance coverage.  Deleted all previous requirements for builders risk coverage provided by the contractor.  Deleted ‘Attachment D’, Builders Risk Additional coverage worksheet. | MGM |
| 5/23/14 | Modified Attachment C to add text referring to new document “Monthly Documentation of Adverse Weather”, and inserted this new document as Exhibit 1 of Attachment C.  Corrected numbering indentations in section 2.2. | pac |
| 5-18-15 | Revised the ‘Editor’s Notes’ for Attachment A regarding the Prevailing Wage Determination locations | mgm |
| 10/01/15 | Added “Additional Discussion Items” at the beginning for consideration by PM.  Revised the title of UGC to match the 2013 version in sections 1.1.1, 1.4.1, and 4.1.1.  Inserted additional services in section 1.2.1 for reference.  Corrected titles in 1.4.2 and 1.4.4 to match their respective Attachments (“A” and “C”).  Revised internet connectivity requirements (per OTIS) in sections 2.4.5.4 and 2.4.5.9 (and subsections).  Added Part 4 - Substantial Completion - Electronic O&M Manuals & Record Documents, sections 4.1.1 through 4.1.6.  Revised Attachment “B” to require the use of a new font type for the project sign - Helvetica Medium is no longer available.  Attachment “C”:  Updated the anticipated weather days in Attachment C based on a current dataset and revised threshold for a rain event from 0.10” to 0.25” in C1.2.  Removed C1.2.1 - repetitive with 2013 UGC definition.  Removed C1.3 - “Calendar Day” is not defined in spec 01 32 00.  Removed C1.5 re: accumulating unused anticipated weather days month-to-month.  Revised C1.6 to call attention to the availability of Exhibit 1 to Attachment “C”.  Removed C1.7 - repetitive with 2013 UGC requirement; renumbered all remaining statements. | pac |
| 12/18/15 | Relocated Section 2.2 Builders Risk Insurance into specification section 00 73 16 Project Insurance. | pac |
| 08/17/17 | Modified section 3.10 and 3.11 regarding Hazardous Material Abatement and Certification of Non-ACBM. | pac |