Special Conditions

**NOTE:** These Special Conditions are the standard procedures and contract administration requirements of The University of Texas at San Antonio, Facilities Services Department, for building construction contracts. They replace or are added to (if below indicated) the correspondingly numbered paragraphs of the 2010 Edition Uniform General and Supplementary Conditions. The paragraphs and subparagraphs of said 2010 Edition Uniform General and Supplementary Conditions not thus replaced, continue in force, unaltered. Newly added numbered paragraphs below are added to the requirements of the 2010 Edition Uniform General and Supplementary Conditions and are a part of the Agreement.

**ARTICLE I. DEFINITIONS**

1.1 **ARCHITECT/ENGINEER:**

A person registered as an architect pursuant to Tex. Occ. Code Ann., Chapter 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Chapter 1052, a person licensed as a professional engineer pursuant Tex. Occ. Code Ann., Chapter 1001, and/or a firm employed by Owner to provide professional architectural or engineering services and to exercise overall responsibility for the design of a Project or a significant portion thereof, and to perform the contract administration responsibilities set forth in the Contract.

1.25 **OWNER:**

The Owner is The University of Texas at San Antonio.

**ARTICLE II. WAGE RATES AND OTHER LAWS GOVERNING CONSTRUCTION**

2.2 **WAGE RATES:**

The Contractor is responsible for compliance with the prevailing wage law in accordance with the U.T. System Prevailing Wage Guidelines. See Attachment A to this Exhibit.

**ARTICLE III. GENERAL RESPONSIBILITIES OF OWNER AND CONTRACTOR**

3.3 **CONTRACTORS’ GENERAL RESPONSIBILITIES:**

3.3.2 **Contractor’s Management Personnel:**

3.3.2.1 A superintendent shall be on site at all times while work is in progress. No worker under the age of 18 shall be on the job site.

3.3.17 **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.

3.3.18 **Barricades, Warning Signs and Lights:** Comply with recognized standards and code requirements for the erection of substantial barricades where needed to prevent accidents.
Contractor shall provide signage and appropriate barricades to prevent any unsafe condition from developing during the course of the contract. Contractor shall properly store and secure materials to prevent unauthorized use.

3.3.19 **Temporary Fire Protection:** Review fire prevention and protection needs with the Owner's Safety Office officials and establish procedures to be followed in the event of fire. Instruct personnel in procedures and post warnings and information. Maintain unobstructed access to fire extinguishers, temporary fire protection facilities, stairways and other access routes. Prohibit smoking in hazardous areas. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of ignition.

The contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs associated with the work. It shall be the duty and responsibility of the contractor to comply with all pertinent sections of the Occupational Safety and Health Act of 1975, and all amendments thereof. The contractor shall do all things necessary and provide all equipment and labor necessary to protect students, staff, faculty, and the general public from dangers associated with the contract. Walkways, parking areas, and other areas surrounding the job site will be in use and given priority. The University shall not be held responsible for failure of the contractor to perform the job in a safe manner.

3.3.20 **Temporary Sanitary Facilities:** Contractor shall furnish temporary sanitary facilities for the needs of all construction workers and others performing work or furnishing services on the Project with the following limitations:

3.3.20.1 Sanitary facilities shall be obscured from public view to the greatest practical extent.

3.3.20.2 The location shall be acceptable to Owner.

3.3.20.3 These facilities shall consist of properly enclosed self-contained portable units equipped with reservoirs that shall be maintained in proper sanitary condition by chemical treatment and periodic cleaning.

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

**ARTICLE V. BONDS AND INSURANCE**

5.1.6.1 **Furnishing Bond Information:** Performance and Payment Bonds shall be submitted by the Contractor to The University of Texas at San Antonio Purchasing and Distribution Services Office.

5.2.5.1 **Worker’s Compensation Insurance Coverage:** Certificates of Insurance shall be submitted to the Purchasing and Distribution Services Office.
ARTICLE VII. CONSTRUCTION SAFETY

7.7. **COMMON PROBLEMS FOR CONTRACTORS:**

7.7.1 **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.

7.7.2 **Waste Disposal:** Any trash or debris must be contained on site and disposed of in a recycling bin or waste receptacle in accordance with applicable laws and regulations to prevent wind or rain from carrying it off-site into a storm drain or waterway. Petroleum wastes, such as waste oil and used oil filters, must be containerized for recycling or disposal by the contractor. Non-hazardous solid wastes, such as general work performance debris may be recycled or disposed of in the trash container. Never dispose of liquid wastes of any kind in dumpsters. **Waste dumpsters are to be provided by Contractor. At no time dispose of debris in Owner's receptacles.**

7.7.3 **Sediment:** Proper erosion and sedimentation controls must be in place to prevent sediment or silt run-off. Sediment (including cement) should never be rinsed off the site, instead it must be cleaned up in a manner that does not allow it to reach a storm drain or waterway. Equipment tires must be rinsed before leaving the site if necessary to avoid tracking sediment into the roadway or off the site. All vehicles must leave the site through a stabilized work performance entrance meeting the requirements of the University's Construction Standard regarding Erosion and Sedimentation Controls and all other applicable rules and regulations.

7.7.4 **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 San Antonio temporary discharge permits and the contractor is responsible for obtaining such permits.

7.7.5 **Petroleum:** Spills of hydraulic fluid, oil and other petroleum products must always be immediately cleaned up to prevent discharge of these fluids with stormwater 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 250 gallons (including mobile tanks) must be stored inside secondary containment.

7.7.6 **Separators or Traps:** Before removing oil/water separators or traps connected to storm sewers, the materials in them must have been tested (by Toxicity Characteristic Leachate Procedure or TCLP) within the last two years before they are cleaned out. Be aware that this test may take three weeks to complete if a recent test has not been completed. 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 The University of Texas at San Antonio, Office of Occupational & Safety Programs (OSP) staff for review and approval before emptying or removing the trap.

7.7.7 Chemical Safety: All chemicals used by the Contractor must have a material safety data sheet (MSDS) included in the submittals. Copies of the MSDS sheets will be brought to the Pre-Construction conference by the contractor and provide to Safety Office personnel.

Chemical containers must not be placed directly on the ground. A secondary container should be used so any container leaks can be detected/contained.

7.8 Spill Prevention, Clean-up and Disposal:

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

7.8.2 Clean-Up: Sorbent materials can be used to effectively clean-up various materials spilled on pavement, water and soil. Soil or other media which has been contaminated with petroleum or other pollutants must be excavated or remediated in accordance with applicable laws and regulations to prevent contaminated discharges to a storm drain or waterway. Excavated contaminated materials must be stored in containers or on plastic and covered so as to ensure that the contamination is not flushed back onto the ground during a rainstorm.

7.8.3 Contaminated Material Disposal: Proper disposal of waste materials depends partly on the type of contaminant. Hazardous wastes (such as flammable petroleum products and solvents, thinners) and materials contaminated with hazardous wastes are considered regulated wastes, and should be containerized for transport and disposal by a permitted company in accordance with applicable laws and regulations. Disposal also depends on the amount of contaminant.

7.9 Contractor Requirements and Responsibilities:

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

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

7.9.2 Speed Limits: Contractor’s employees shall observe speed limits and all other traffic regulations posted on UTSA campus.
7.10 **Asbestos Containing Material:** Before beginning work in any University of Texas building, the contractor shall verify that no asbestos containing or suspect asbestos containing materials will be damaged or disturbed during any portion of the work to be performed. This can be confirmed through the Owner’s designated representative. If the contractor incidentally damages or disturbs asbestos containing or suspect asbestos materials during any portion of the work, the contractor shall immediately stop work in that area, restrict access to the area, and contact the Owner’s designated representative.

7.11 **Lead Based Paint:** Any disturbance of lead base paint by the contractor requires adherence to the University of Texas Lead Specifications which includes compliance with 29 CFR 1926.62.

7.12 **Notification Requirements and Procedures:** The University of Texas at San Antonio, Office of Occupational & Safety Programs (OSP) shall be notified immediately in the event of:

- Any spill that threatens to enter a storm sewer or watercourse.
- All petroleum spills e.g. hydraulic fluid, transmission fluid, diesel, gasoline, etc.
- Any hazardous or unknown material spill, e.g. many solvents, cleaners, etc.
- Any discharge from your site which you suspect may be in violation of City Code, state regulations, or other applicable laws and regulations, e.g. discharges which are cloudy, foul smelling, colored, contain chemicals or heavy sediment loads.
- Contact with any asbestos containing material or suspect containing material.
- If in the course of work, the contractor’s employees find hazardous or unlabeled materials that must be relocated, contact OSP and Owner’s Representative.
- If any incident, even if an injury does not occur, happens on site, contractor must notify Owner’s Representative.
- No eating, drinking, gum/tobacco chewing or smoking is allowed in a chemical use area, confined space, or other designated areas.
- Before any repair or modification of chemical pipelines or tanks may begin, a written procedure or job hazardous analysis must be formulated describing the hazards involved and a written verification must be obtained indicating the pipeline or tank has been flushed. Consultation with OSP must occur.
- Adequate ventilation shall be maintained by the contractor at all times when chemicals are used.
- Contractors must label all chemicals with the contractor chemical identification label to identify ownership. It is the contractor’s responsibility to label and store chemicals in accordance with all Federal/State/Local Hazard Communications Standards. The contractor’s chemical identification label is only intended to track and identify contractor’s chemicals while at the University of Texas at San Antonio location.

7.13 **Miscellaneous Contractor Health and Safety Requirements**

7.13.1 **Personal Protective Equipment (PPE):** This is a mandatory policy for the Contractor and all associated workforces within the Contractor’s control. Contractor personnel shall wear appropriate Personal Protective Equipment (PPE) in conjunction with OSHA regulations. Contractor personnel not wearing the appropriate PPE, will be removed from the project site. Repeat offender(s) will be requested not to return to University work and can be cause for termination of Contract.

7.13.2 **Confined Space Entry:** A contractor’s Confined Space Program must meet or exceed all requirements established by the National Institute for Occupational Safety and Health (NIOSH) and the Occupational Safety and Health Administration (OSHA). Prior to starting work in any confined space, the
contractor must be familiar with the University of Texas at San Antonio, Confined Space Program.

7.13.3 **Electrical Safety**: Contractors must meet or exceed all requirements established by the Occupational Safety and Health Administration (OSHA) and current National Fire Protection Association (NFPA) Standards for “Electrical Safety Requirements.”

7.13.4 **Lockout Tagout Program**: Contractor’s Lockout Tagout Program must meet or exceed all requirements established by the Occupational Health and Safety Administration (OSHA) and be familiar with the Facilities Services’ Lockout Tagout Program.

7.13.5 **Emergency Instructions**:

- Contractors must designate an assembly point, outside the building, where contractor personnel will meet if the building must be evacuated. The assembly point should be 100 feet from the building and clear of access roads that may be needed by the Fire Department, Campus Police, or EMS.

- Contractor personnel should use the most direct route out of the building to reach the assembly point but must not use elevators or passageways that will be closed off by the operation of automatic fire doors.

- Contractor shall notify emergency personnel if their personnel cannot be accounted for, or if there is reason to believe their area was not cleared.

- Contractor’s personnel must remain outside the building until emergency personnel authorize re-entry.

- Contractor’s personnel must comply with evacuation instructions during real emergency evacuations and practice (fire) drills.

7.13.6 **Floor Openings**:

- Contractor shall guard floor openings by substantial barriers, railings, and/or covering material, substantial enough to sustain twice the load of pedestrian or vehicular traffic.

- Contractor shall provide guardrails where a danger of falling exists for personnel and in elevated floor areas. To prevent objects from falling, the contractor shall provide toe boards.

7.13.7 **Industrial Power Vehicles**: Contractor’s employees who operate power vehicles require appropriate training, in accordance with Federal/State/Local Regulations.

7.13.8 **Mobile Cranes**: All contractor operators must be “Qualified Operators” as required by the State of Texas Safety Standards.

7.13.9 **Overhead Work**: No overhead work shall be performed by contractor when, as a result of that work, the potential exists of object falling and striking a person. When lifting and swinging heavy material over roofs, area under roof must be unoccupied and appropriately barricaded. The contractor shall provide tarpaulins, scaffolds, warning signs, etc. the protect students, faculty, and staff in the areas
surrounding the project. Hard hats shall be worn at all times by contractor personnel when overhead falling hazards exist.

7.13.10 **Scaffolds:** Contractors must meet or exceed all requirements established by Federal/State/Local regulations relating to scaffold safety.

7.13.11 **Sparks or Open Flames:** Contractors shall ensure appropriate barricades are established when sparks, and/or use of open flame, and/or, welding operations are occurring.

7.13.12 **Compressed Gas Cylinder:** All compressed gas cylinders used by contractors will be properly secured in an upright position (unless otherwise required) during use and non-use. When cylinders are not in use, protective caps will be properly installed.

The above topics are some of the key rules of safety and conduct that apply to your performance as a contractor for the University of Texas at San Antonio. The rules and regulations outlined in this section are not all-inclusive. Contractors shall adhere to additional safety instructions and standards (particularly OSHA standards and the OSHA General Duty Clause) as applicable.

**ARTICLE IX. PROJECT SCHEDULING REQUIREMENTS**

9.6 **MODIFICATION OF THE CONTRACT TIME**

9.6.4 Inclement weather is defined as precipitation (0.01 inch or more) and/or temperature below freezing. The mean number of days such weather should be expected shall be established by the information tables, Figure 1 (bound as part of these special conditions), compiled from the records for the first order U.S. Weather Station at Austin, Texas, for the City of San Antonio.

9.6.5 Requests for extension shall meet the following conditions.

   a. Days are in excess of tabulated means.
   b. Work could not have been done on any other portion of the Project without adverse consequences.
   c. No one day will be counted more than once.
   d. Lost holidays or weekends will not be counted lost unless the work day preceding them is lost because of weather and the conditions continue into the non-work days.

9.6.6 Contractor shall maintain a log of the weather conditions throughout the Project and this log shall be made available to the Owner’s Representative upon his request.

9.6.7 If the work cannot be completed during the designed period due to inclement weather or circumstances beyond the Contractor’s control, the Contractor shall make arrangements with the Owner’s Representative to complete the remaining work in a manner, which will cause the least interference with the Owner’s operations.
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ARTICLE X. PAYMENTS

10.3 OWNERS DUTY TO PAY:

10.3.2 Retainage: The Owner’s Representative shall retain 10% of the amount of each estimate until final completion and acceptance of all work covered by this Contract. The Owner’s Representative will not reduce the amount retained, below 10%, and may increase the amount retained for certain conditions. The above 10% retainage shall be 5% on projects greater than $400,000.

10.4 PROGRESS PAYMENTS TO THE CONTRACTOR:

10.4.5 Pay Requests: Each Pay Request shall be made using the most current version of "Application and Certificate for Payment" (AIA Document G702) and "Continuation Sheet" (AIA Document G703) as printed by the American Institute of Architects and shall be completed in accordance with AIA instructions.

In addition to the AIA instructions for the "Continuation Sheet," each item listed under "Description of Work" shall be subdivided into "Labor" and Material" items; each to be calculated as a separate line item across the sheet.

10.4.6 Off-site Materials: Should a Progress Payment Request include materials stored off site, the Contractor shall submit to the Owner an insurance policy for the value of the off-site stored materials which names The University of Texas at San Antonio as the insured. This is in addition to other insurance requirements of these Specification

ARTICLE XVI. MISCELLANEOUS

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

16.5.1 Ongoing Campus Operations: This project is surrounded by continuously functioning campus facilities, including housing, academic and research efforts, etc. 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. Campus utilities must not be interrupted except when scheduled and approved in advance through established channels.

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

Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project work performance.

Work hours shall be in accordance with Section 4, Paragraph 4.4. Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials, unless approved in advance by the Owner.
The contractor shall be responsible for the protection of existing building surfaces, both interior and exterior, utilities, exterior structures, pavement, sidewalks, trees and plant materials, irrigation systems, and all component parts and equipment. Any damage to existing areas will be repaired at the responsibility of the contractor with the approval of the Owner. Repairs not satisfactorily completed will be done by the Owner and deducted from the contractors contract amount.

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

Storage of materials to be used in the contract is the responsibility of the contractor. The Owner may provide an area to store materials. The security of the storage area is the responsibility of the contractor. Contractors are encouraged to limit storage of materials to a minimum. Material storage is not allowed for pesticides and other hazardous materials that are the property of the contractor.

Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.

Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized work performance equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

**Contractor will be responsible for making own parking arrangements.**

All vehicles parked on University property must have a parking permit. The contractor must arrange for and purchase temporary parking permits. Contractor will abide by all University Parking Rules and Regulations. Citations issued to contractor vehicles will require payment. Contractor is not allowed to park in any space other than those designated by permit purchased. Due to limited space, only work trucks will be allowed at the worksite, and these may be limited in number. Contractor shall make every effort to carpool when possible. The Business Auxiliary Services Parking Division must be notified at least one week in advance of all vehicles that will need parking permits. More information is available at [http://www.utsa.edu/parking](http://www.utsa.edu/parking) or by calling 210.458.PARK (7275).

**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 cards, access codes or keys. As the result of the loss of a master key, an entire building will have to be re-keyed, with the expense charged to the contractor.

Smoking is not allowed in any building at The University of Texas at San Antonio or within twenty (20) feet of building entrance or door. Contractors shall abide by the no smoking policy while working in University Buildings, Residence Halls and Apartments. Clean up of any waste from smoking outside the building shall be the responsibility of the contractor.

All employees of the contractor, while on the job site, shall maintain appropriate appearance. This shall include proper dress for the job (i.e. shirt and shoes to be worn at all times). This shall also include proper identification. A contractor's employee may be asked to show identification by the Owner's staff at any time.

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

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

16.5.2 **Noise Control:** Equipment locations and timing or sequence of work operations shall be coordinated so as to not conflict with the Owner's continuing use of adjacent buildings and/or create any interference with scheduled meetings or events. **This particularly is a concern during semester 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.

Maintain the existing building in a safe and weathertight condition throughout the work performance period. Repair damage caused by work performance operations. Take all precautions necessary to protect the building and its occupants during the work performance period.

Keep public areas such as hallways, stairs, elevator lobbies and toilet rooms free from accumulation of waste material, rubbish or work performance debris.

The contractor is responsible for disposal of all waste generated as a result of their contract. No trash or other waste materials are allowed to be placed in any University trash containers, litter containers, or dumpsters. No chemical or other liquid or solid wastes are allowed to enter storm sewers. The use of sanitary sewer drains for liquid disposal shall be in accordance with manufacturer's requirements and only with prior approval by Owner. The Owner reserves the right to determine the appropriate location for sanitary sewer disposal or to deny the use of sanitary sewers for certain materials. The contractor assumes all liability for improper waste disposal and for repaying the University for expenses which may result from violations of this section. Also refer to disposal requirements in Article 14.

Open fires will not be permitted within the building enclosure or on the premises.

Except for designated toilet Rooms for use by the Contractor's personnel, use of existing toilets within the building, by the Contractor and his personnel, will not be permitted. Toilets used shall be left in a clean and fully operational condition, to the satisfaction of the Owner.

The contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs associated with the work. It shall be the duty and responsibility of the contractor to comply with all pertinent sections of the Occupational Safety and Health Act of 1975, and all amendments thereof. The contractor shall do all things necessary and provide all equipment and labor necessary to protect students, staff, faculty, and the general public from dangers associated with the contract. Walkways, parking areas, and other areas surrounding the job site will be in use and given priority. The University shall not be held responsible for failure of the contractor to perform the job in a safe manner.

16.6 **OWNER OCCUPANCY:**

The Owner and students will occupy the site and the existing building during the entire period of work performance. Cooperate fully with the Owner or his representative during work performance operations to minimize conflicts and to facilitate Owner usage. Perform the work so as not to interfere with the Owner’s operations.
16.7 CLEANING UP:

It shall be the responsibility of the Contractor to see that the debris and trash resulting from building operations are removed from the building and the property. Solid debris may not be dumped on the grounds about the building. All scrap from lumber, crating, excelsior, paper and similar types of trash are to be removed from building site. Trash is not to be allowed to accumulate from periods of longer than one week. In other words, there must be thorough cleanup of the building and its surroundings no less often than once a week, and more often as may be directed by the Owner.

(END OF SECTION)