

OWNER'S SPECIAL CONDITIONS

PART 1 - GENERAL

1.1. PURPOSE

- A. These Special Conditions are in addition to the requirements of the Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts (UGC), and are a part of the Contract Documents.
 - 1. 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.

1.2. SEPARATE CONTRACT

- A. 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, etc.

1.3. 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.

- A. Provisions established within the Uniform General and Supplementary 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., the 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.

PART 2 – PRODUCTS

2.1. OWNER'S SPECIAL CASH ALLOWANCES

- A. A total Owner's Special Cash Allowance of *[\$INSERT AMOUNT]* 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.

2.2. BUILDERS RISK ENDORSEMENTS

- A. **FOR COVERAGE OF EXISTING BUILDING STRUCTURES:** Contractor shall include an endorsement on the Builders Risk Insurance policy to provide coverage for the existing building structure(s), including its/their contents, as described below. Coverage shall be in the amount equal to either \$5 million or the estimated replacement value of the existing building structure and its contents, whichever is less.

The purpose of this coverage is to fund the \$5 million deductible under the Owner's existing property insurance policy which addresses the risk and possible cost of claims to repair damage to existing structure(s) (this purpose should be explained to the Builders Risk Insurance carrier when requesting the quote). The existing building structure(s) to be covered is the *[INSERT BUILDING NAME]* building, and its estimated building replacement value is \$*X,XXX,XXX*. Its estimated contents value is \$*X,XXX,XXX*.

2.3. ANIMALS AND LIVESTOCK

- A. 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.
- B. 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.

2.4. TEMPORARY FIELD OFFICE STRUCTURES, FURNISHINGS, AND EQUIPMENT

- A. At the Contractors option, 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.
- B. 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.
- C. 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" above grade.
- D. Contractor's Temporary Field Office:
 - 1. The Contractor shall coordinate and direct the work of the Project from the Project site.
 - 2. If the contractor desires to provide an onsite temporary field office it shall be coordinated with the owner.

2.5. PROJECT FENCING

- A. 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, unless approved otherwise by the Owner, the Contractor shall build a substantial wire mesh fence at least 6' high as shown on the Site Plan, completely surrounding the site. Posts shall be placed not more than 8' apart, and securely set in the ground. Wire mesh shall be tightly stretched over the supports.
 - 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.
 - 3. The Project site fencing shall include black, lock-stitched weaved windscreen with grommets located on and around the edges and vertical seams every 10'.

2.6. PROJECT SIGNAGE

- A. Contractor or Subcontractor signs or advertisements shall not be permitted without the Owner's written approval.

2.7. TEMPORARY PROJECT WATER

- A. 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. In lieu of temporary connections, the Contractor may make permanent connections and such may serve for the construction period.
- B. The Contractor shall pay all costs related to providing and installing temporary construction water, except water utility charges (if Owner-provided).

2.8. TEMPORARY PROJECT POWER AND LIGHTING

- A. The Contractor shall make arrangements with the Owner's Utility Department for temporary construction power. If power is available only through the Owner's system, the Contractor shall 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.
- B. 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.

2.9. TEMPORARY PROJECT MECHANICAL SERVICES

- A. 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.
- B. 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.
- C. 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.

2.10. TEMPORARY PROJECT PARKING

- A. All Project-related Contractor parking requirements will be coordinated in advance of construction with the Owner.

PART 3 – EXECUTION

3.1. PROJECT PARTNERING

- A. 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.

3.2. CONTRACTOR SITE ACCESS AND LIMITS OF CONSTRUCTION

- A. Prior to **any** site activity, 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.
- B. 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.
- C. 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.

3.3. ON-GOING CAMPUS OPERATIONS

- A. 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.
- B. Campus utilities must not be interrupted except when scheduled and approved in advance by the Owner with appropriate campus technical staff.
- C. 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.
- D. 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.
- E. The use of the campus' sanitary facilities by the Contractor, or any of the construction workers, is prohibited.

3.4. CONTRACTOR'S RESPONSIBILITY OF THE PROJECT WORKFORCE

- A. The Contractor is responsible for the actions of the entire Project workforce, including subcontractor and supplier employees, whenever they are on the campus. Responsibilities may include identification badges for workers, busing of workers from remote parking lots, 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 if any traffic violations occur while on campus may lead to cancellation of Owner-provided parking, if any.
 - 2. The Contractor shall demonstrate the plan for controlling the workforce at all times, while on campus. The Contractor shall be responsible for Contractor's and subcontractors' behavior on campus, including parking lots, the Project site, and the accessing route(s) through the campus.

- a). 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.

3.5. PROJECT SECURITY

- A. 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. The Contractor shall coordinate with the Owner.
 - 2. The Contractor may provide a full-time site access monitoring system for the duration of the project. The Contractor shall coordinate with the Owner.
 - 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.

3.6. PROTECTION OF WORK

- A. 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 orange plastic construction fencing 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.

3.7. PROJECT SURVEYING

- A. 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 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.

3.8. TEMPORARY SHORING

- A. 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).

3.9. CUTTING AND PATCHING OF SLEEVES

- A. 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. At the Owner's request, the Contractor will facilitate the installation of Owner provided sleeves for utilities.

3.10. HAZARDOUS MATERIAL ABATEMENT

- A. The Contractor shall abate hazardous materials located within the limits of construction as identified in the Drawings and Specifications.
- B. 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 DSHS 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.

- C. 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.

3.11. CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK

- A. 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.
- B. 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.
- C. The Contractor shall take whatever measures necessary to ensure that all employees, suppliers, fabricators, material handlers, subcontractors, or their assigns, comply with this requirement.
- D. 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)
- E. 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.
- F. 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 or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.
- G. 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.

----- END OF 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