

SECTION 00 – GENERAL CONDITIONS

The University of Texas Health Science Center at San Antonio Facilities Management

- 0.1 All services provided shall be performed in a manner compatible with the atmosphere of an institution of higher learning. The Contractor will visit the site and familiarize himself with the area, right of ways, local conditions, campus safety rules, parking facilities, and other factors likely to affect his work and allow for such in his bid. The Contractor's work will be governed by, but not limited to, the following general conditions.
- 0.2 After the awarding of the bid, and before initial construction, a pre-construction conference is to be scheduled with the Owners Designated Representative (ODR) of the UTHSCSA Facilities Management. Work will be scheduled through Facilities Management and coordinated with other construction crews in the area.
- 0.3 **WORKING HOURS.** Regular working hours at the UTHSCSA Facilities Management Department are from 7:45 am to 4:45 pm, Monday through Friday. If the job requires the contractor to work outside the regular work schedule, advance coordination must be made with the ODR of the UTHSCSA Facilities Management, and with the UTHSCSA Police Department.
- 0.4 **SCHEDULED / UNSCHEDULED WORK STOPPAGE.** If Contractor requires a shutdown of campus services in order to perform work it shall be coordinated three (3) days in advance. All required materials must be on hand prior to any shutdown. If Contractor is asked to stop work by someone other than the ODR, Contractor should notify the ODR immediately for directives.
- 0.5 **SAFETY PRECAUTIONS AND PROGRAMS.** The Contractor is responsible for initiating, maintaining, and supervising safety precautions and programs in connection with his work. The Contractor will take reasonable precautions for the safety of, and will provide all the protection equipment necessary to prevent damage, and injury or loss to:
- 0.5.1 All employees of Contractor performing work and all other persons who may be affected thereby;
- 0.5.2 All the work and all materials to be incorporated therein, whether stored on or off site;
- 0.5.3 Other property, at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

0.6 **WAGE RATES.** Contractor is required to pay not less than the wage scale of the various classes of labor as shown on Attachment "A" of these General Conditions. Contractor is advised that this "Prevailing Minimum Wage Rate Schedule" is applicable however the governing policy of the Davis Bacon Act will apply for projects at all campuses within oversight responsibility of the UTHSCSA. When requested by the Owner, the Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law.

The specified wage rates are minimum rates only, and UTHSCSA will not consider any claims for additional compensation made by any Contractor because of payment by the Contractor of any wage rates in excess of the applicable rate contained in the contract.

Pursuant to the provisions of Section 2 of Article 5159a, V.T.C.S., "The Contractor shall forfeit as a penalty to the state, county, district or other political subdivision on whose behalf the contract is made or awarded, Ten Dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contractor by him, or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect".

The price guide as established by the Gordian Group incorporates labor rates as shown in Division 01 of the price guide into the unit costs. Contractor is not required to use these labor rates. Actual labor rates should be used in their determination of the multiplier.

0.7 **PAYMENT AND PERFORMANCE BONDS.** A Payment Bond is required if the contract price exceeds **\$25,000** and a Performance Bond is required on contracts of **\$100,000** or more. The Contractor shall execute in accordance with the provisions of Article 5160, V.T.C.S. the following bonds to UTHSCSA:

- 0.7.1.1 Performance Bond in the amount of the total contract price condition upon the faithful performance of the contract. Said bond shall be solely for the protection of the State of Texas;
- 0.7.1.2 Payment Bond in the amount of the total contract price, solely for the protection of those supplying labor and materials in the prosecution of the contract.

Bonds are required to be executed by a corporate surety duly authorized to do business in the State of Texas acceptable to UTHSCSA, and all forms approved by the Attorney General of Texas. If any surety upon any bond furnished in connection with the contract becomes insolvent, or otherwise not authorized to do business in the State, the Contractor will promptly furnish equivalent security to protect the interest of the State of Texas and of the persons supplying labor or materials in the execution of performance of the work contemplated by the contract.

0.8 **INSURANCE.** The Contractor is not permitted to commence work under any contract until Contractor has obtained all the insurance required hereunder and certificates of such insurance has been filed with and approved by UTHSCSA Facilities Management. Approval of the insurance by UTHSCSA does not relieve or decrease the liability of the Contractor. Contractor is required to carry and maintain thru completion of contract, at a minimum, the below coverage or the coverage per the latest revision of the 2010 Uniform General and Supplementary General Conditions for University of Texas System.

Limits of liability may be met in part by the use of umbrella or excess policies (but, only if specified by the specifications), and further provided that the limits of liability stated below (except for Workers Compensation and Builder's Risk) are reduced by 50 percent (%) if the contract sum is \$25,000 or less.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 Each accident/employee
Bodily Injury by Disease	\$1,000,000 Each disease/employee
Bodily Injury by Disease	\$1,000,000 Policy Limit by disease
Comprehensive General Liability	\$2,000,000 Aggregate
(Combined Bodily Injury and Property	\$1,000,000 Products/Completed
-Damage)	-Operations
	\$1,000,000 Personal and Advertising
	-Liability
	\$1,000,000 Each Occurrence
	\$50,000 Fire Damage
	\$5,000 Medical Expense
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit

Owner's Protective Liability Insurance Policy: The Contractor will obtain at their expense an Owner's Protective Liability Insurance Policy naming the State of Texas and its employees as named insured, with the following limits:

Bodily Injury	\$1,000,000 Each Occurrence
	\$1,000,000 Aggregate

Builder's Risk Insurance: Contractor will obtain at their expense, on an all risk of Physical loss basis, Builder's Risk Insurance coverage including workmanship acceptable to the Owner, in the amount of insurance equal at all times to 100% of the insurable value of materials delivered and labor performed. The policy so issued in the name of the Contractor shall also name its Subcontractors and the Owner as additional insured, as their respective interests may appear. The policy will have the following endorsement:

"This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

Renovation Projects and/or Work: The owner waives subrogation for damage by fire to existing building structures, if building structures is in care, custody or control of Contractor, and Builder's Risk Policy shall be endorsed to include coverage for existing building structures, except that (1) Contractor shall not be required to obtain such an endorsement unless specifically required by the specifications, and (2) the aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- 0.9 **CONDUCT.** Conduct on site by the Contractor's employees on the job, will remain respectful to those who occupy the buildings or traverse construction site. Wandering of Contractor's personnel through campus areas other than the immediate work area is not permitted. The ODR and/or UTHSCSA Police reserve the right to instruct Contractor's personnel not abiding by these rules to leave the campus:
- 0.10 **PARKING.** Open parking is only as available at the job site, however if parking is not available, parking shall be as designated by the latest edition of the UTHSCSA Parking and Traffic Regulations. Parking for contracted workers personal vehicles shall be as designated by the UTHSCSA Parking and Traffic Regulations, latest edition. A copy of these regulations will be furnished to each worker at the time they are issued their worker identification badges by the UTHSCSA Police.
- 0.11 **STORAGE OF MATERIALS.** Contractor will provide their own receiving, storage, and handling of all materials required by the project. Owner furnished materials shall be made available to Contractor on the campus. The location and type of storage facilities shall be coordinated with UTHSCSA Facilities Management.
- 0.12 **FIRE LANES.** Fire lanes and access roads shall not be blocked by Contractor's equipment after working hours. During working hours, Contractor must be able to clear fire lanes and access roads at any time.
- 0.13 **DEBRIS, TRASH, and RECYCABLE MATERIAL.** Contractor is responsible for removing and properly disposing of from UTHSCSA campus all debris and trash resulting from the project. Trash is not allowed to accumulate. There must be a thorough clean-up of the job site and surrounding areas on a daily basis. Contractor is not permitted to utilize disposal containers and equipment currently in use on the UTHSCSA campus.
- **UTHSCSA reserves the right to keep any or all recyclable materials which may be removed from the project. Any recyclable items that UTHSCSA chooses not to take possession of are the responsibility of the contractor for disposal. Recyclable materials will be identified by a designated UTHSCSA representative and disposed of by UTHSCSA.*
- 0.14 **CLEAN UP.** Any area disturbed by the Contractor's operations will be restored by Contractor to original condition at completion of project. Contractor will maintain a clean working area by 1. Vacuuming clean carpeted surfaces and similar soft surfaces; 2. Clean all areas involved in project, of litter and foreign substances.

- 0.15 **MATERIAL.** All material shall be new and free of defects. Material of a classification listed by U.L. shall be approved by U.L. for the required service. Material specified in issued specifications shall be used on this job. Material shall be installed per manufacturer's recommendations or as described in specifications.
- 0.16 **CONTRACTORS WORK.** All work shall conform to the latest editions of the relevant codes and standards pertaining to the work. New installations shall be brought up to current codes and standards.
- 0.17 **SMOKING.** Smoking is prohibited on all University property. This prohibition is in effect for all campus buildings and grounds of the University, including outside buildings, in crawl spaces, on roofs, in chases, mechanical rooms, electrical rooms, housekeeping closets, private offices, vehicles or anywhere not specifically mentioned.
- 0.18 **VENDOR/EMPLOYEE SANCTION REQUIREMENT.** Prior to commencement of work Contractor will submit a conclusive listing of their employee's that will be required to work on the specific contract. The following information will need to be supplied for each employee that will be required to be on the UTHSC property: 1. Full legal name; 2. Date of Birth; 3. Address; 4. Driver License Number. The information will only be used by the UTHSCSA Police Department to conduct a background sanction check on each employee. Only those employees that pass the background check will be allowed on site. A picture ID/Badge will be issued to each employee that successfully passes the background check, and that will work on site. A ten dollar (\$10) deposit will be required for each badge. Eight dollars (\$8) of the original deposit will be refunded upon return of the badge to the UTHSCSA Police within 30 days after the completion of the project or employment, whichever comes first. Each employee that works on site will be required to wear the badge at all times while on the UTHSCSA campus. Employees must be legally authorized to work in the United States. Proof of citizenship or immigration status should be submitted upon contract award.
- 0.19 **CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK.** Contractor is required to comply with the Asbestos Hazard Emergency Response Act (AHERA-40 CFR 763-99(7)) Contractor and its Subcontractors will provide a notarized certification to the Owner that all equipment, material and supplies used in fulfillment of their contract responsibilities are non-asbestos containing building materials (ACBM). This certification must be provided no later than the Contractor's application for final payment.
- 0.20 **LIQUIDATED DAMAGES.** In the event Contractor fails to substantially complete the work within the contract time the UTHSCSA shall collect liquidated damages due from the Contractor either directly or indirectly by reducing the contract sum in an amount determined by UTHSCSA Facilities Management, upon Notice of Award.

- 0.21 **ELECTRONIC O&M MANUALS & RECORD DOCUMENTS.** Prior to requesting substantial completion, Contractor shall provide in electronic format, manuals, submittals, shop drawings, warranties, certificates, test reports, record documents, commissioning documentation and other items as required by UTHSCSA. Reference Attachment "B" of these General Conditions.
- 0.22 **PROJECT COMPLETION AND ACCEPTANCE.** Contractor to adhere to all close out procedures as stated in the latest edition of the 2005 Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts including but not limited to Article 6.2.3, 6.2.4, 12.1.1, 12.1.1.1, 12.1.2, 12.3.1, 12.3.2 and 13.7. It is the contractor's responsibility to make himself familiar with all Articles of the General Conditions. All electronic drawings to be compatible with AUTOCAD 2004 version.
- 0.23 **SUBMITTALS.** In an effort to expedite the Project UTHSCSA does not require Submittal/Shop Drawings /Testing except as noted within.
- a) On any item that is not as specified. Refer to procedure pertaining to required to request an "as equal" or a substitution.
 - b) Any item pertaining to Job Administration as outlined in the latest Uniform and Supplementary General Conditions.
 - c) Any item which is noted on the drawings that submittals/testing are required.
 - d) Any item that is requested in writing at the Pre-Construction Meeting.
- 0.24 **PROCEDURE FOR Paragraph 0.23, a).** The contractor shall submit required specifications, drawings and cut sheets on both the specified item and the proposed "as equal" product for approval. Use of a non approved item is at the risk of the contractor and is subject to removal at no cost to the Owner.
- 0.25 **SCHEDULE OF VALUES.** Schedule of values shall be presented to ODR at least 21 days prior to 1st application of payment. In the event that the Project is a JOC Project the Contractor shall prepare the Schedule of Values to match the line item estimate.
- 0.26 **CHANGE ORDERS.** All Change Order shall be summarized on a form similar to the Change Order Request Summary Sheet (Attachment B, Exhibit A). Any Change Request presented in an improper format will be returned for re-submission. This does not relieve the Contractor from presenting the Cost of the change in the required time frame.
- 0.27 **AS BUILT DRAWINGS.** As Built Drawing will reflect all changes including but, not limited to Change Orders, RFIs, ASIs, Field Directives and any unforeseen conditions encountered on the site. UTHSCSA will provide Auto Cad drawings upon request to assist in preparation of As-Builts. Mylars will not be required.

- 0.28 **DRAWINGS.** UTHSCSA will provide the Contractor up to ten (10) copies of the drawings for their use. Any additional copies will be at the cost of the contractor. ****NOTE:** The UTHSCSA, Job Order Contractor (JOC) will receive a PDF and two (2) sets of drawings for use in preparation of their JOC proposal.
- 0.29 **PROGRESS MEETINGS.** Progress meeting will be held as agreed to by the ODR and the Contractor. UTHSCSA will provide a location and will notify all parties as required. The Contractor is to chair these meetings and will be required to issue agendas three days prior to meeting and issue Meeting Notes to all attendees and those who were invited within two business days.
- 0.30 **COORDINATION OF WORK BY UTHSCSA OWN WORK FORCE.** The contractor is responsible for coordinating through the ODR any work that needs to be accomplished by the Owner in order that the Contractors schedule is not compromised.
- 0.31 **PROTECTION.** It is the Contractors responsibility to provide additional protection to areas and property as required. This additional protection will be at no cost to the Owner.
- 0.32 **RECORDKEEPING.** Contractor shall prepare and maintain the following logs:
- a. RFI logs;
 - b. PR logs;
 - c. ASI logs;
 - d. Submittal Schedule / Register.

ELECTRONIC O & M MANUALS & RECORD DOCUMENTS

Prior to Requesting Substantial Completion, and as a pre-requisite thereto, and prior to submitting application for Payment including release of any sums held as retainage, and in lieu of the following requirement in the 2005 Uniform General and Supplementary Conditions (UGSGC) 6.2.4 to:

1. *"...provide mylar prints of professionally drafted "As Constructed" drawings, along with electronic copy on CD, "As-Constructed" specifications in bound volume(s) along with electronic copy on CD..."*
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.

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.

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.

Proper labeling must appear on the disk and jewel case to include the Owner's Name (UTHSCSA), Project No & Title, Contents of CD / DVD (O&M Record Documents DIV 1- 12 or ?), 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.

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 UTHSCSA Facilities Management (FM) to review for conformance to format and files structure as stated herein. Upon acceptance by Project AE and UTHSCSA FM, provide (7) seven sets of CD-ROM's or DVD's.

This change in no way modifies or alters other requirements of UGSGC 6.2 through 6.2.4 or in any way diminishes contractor's responsibility therein defined regarding the requirement prior to requesting Substantial Completion to, *"furnish a complete set of the marked up 'As-Constructed' set maintained at the site and one photocopy of same."* Nor does it in any way affect the contractor's obligation under UGSGC 6.2.3 to, *"Concurrently with furnishing these record drawings, furnish preliminary copy of each operating and maintenance manual (O&M) required by the Contract Documents, for review by the AE and the ODR."*

Additionally, the requirement of UGSGC 6.2.4 to provide, once determined acceptable, *"two sets of operating and maintenance manuals, two sets of approved submittals, and other record documents as required elsewhere in the Contract Documents"* shall remain in effect, however only one of these hardcopy sets shall now be required.

PROJECT DIGITAL ARCHIVING

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.

Within ninety (90) days of project Substantial Completion, provide digitally archived documents in electronic format as described herein.

DIGITAL DOCUMENT FORMAT:

Document scanning specified herein is based on method and system as provided by Delta T Digital Archiving, 538 Forest Center Plaza, Garland, Texas 75042. **Alternate or Substitute systems must be approved in advance by UTHSCSA Facilities Management.**

All documents shall be digitally scanned or otherwise configured to an electronic format that may be viewed and printed by normal office or readily available software and without the need for special software. Acceptable formats include PDF (Adobe), JPG, JPEG, TIF, GIF, BMP (Image Formats), DOC (MS Word), or HTML. **Note:** Autocad files (DWG) are not acceptable.

Documents shall be saved to SINGLE (1) CD or DVD type disk and shall be properly labeled and provided with hard plastic, dust-proof sleeve. Provide five (5) copies of disk to UTHSCSA Facilities Management for distribution. Multiple disks from subcontractors or vendors will not be accepted.

FILE CONTENT AND FORMAT:

Disk shall include table of contents and selectable menus so that individual documents or sections may be selected, viewed and printed without the need to scan the entire file or disk. All documents listed below to be provided in the following order:

1. Contact List / Project Directory:
 - a. Name, address, phone, email of contractor, all subcontractors, installers or sub-sub-contractors with name of contact person
2. Certificated and Inspections:
 - a. Certificate of Occupancy
 - b. Letter of Substantial Completion with all punch lists
 - c. Consent of Surety
 - d. Final Release of Liens
 - e. Payment and Performance Bonds
 - f. Insurance Certificates
 - g. Final Fire Inspection Report
 - h. Texas Department of Health Demolition/Renovation Notification Form
 - i. Final Health Department Inspection Report
 - j. Final TDLR (ADA) Inspection Report
 - k. TDLR Waivers
 - l. TEA Certificate of Project Compliance
 - m. Letter of Concurrence
 - n. Affidavit of Non-Use of Asbestos (Asbestos Free Certificate)
 - o. Air Quality Test Reports
 - p. Contractor's Lead Free Affidavit (Lead Free Certificate)
 - q. Subcontractor / Material Supplier's Affidavit
 - r. Affidavit of Non Use of Urea-Formaldehyde
 - s. Contractor's Affidavit

- t. Felony Conviction Notification
 - u. Backflow Preventor Test Report
 - v. As-Built Survey
3. Warranties:
 - a. Provide all warranties for work organized as required by each specification section.
 - b. Certified Test and Balance Report
 4. Project Manual and Geotechnical Investigation
 - a. Complete Project Manual (Specification Book as issued on bid date)
 - b. Geotechnical Report
 5. Addenda
 - a. All complete addendums as issued by UTHSCSA
 - b. All complete Request for Proposals
 6. As-Built Documents
 - a. All bid drawings complete with all changes and revisions made during construction clearly noted.
 7. Requests for Information
 - a. All RFI's as issued complete
 8. Submittals
 - a. All product submittals reviewed and accepted showing contractor and architects review stamp.
 9. Operation and Maintenance Manuals (O & M)
 - a. Complete O & M Manuals for all products, equipment and machinery installed as required by individual specification sections.

Exhibit "A"

CHANGE ORDER REQUEST SUMMARY SHEET

Change Request #: _____

WR#: _____

Date: _____

Project Description: _____

PART A: Sub-Contracted Work Summary

Attach Sub-Contractors quotes including their breakdown (labor, material, OH & P)

Sub-Contractor: _____

General Contractor: _____ % _____

Sub Total: _____

PART B: Work by General Contractor's Own Forces

Attach own forces breakdown including labor and material (lump sums not acceptable)

General Contractor: _____

General Contractor: _____ % _____

Sub Total: _____

TOTAL of A and B: _____

Bond (if applicable): _____ % _____

GRAND TOTAL: _____

Additional Days: _____

*Reference Article 11 of the General Conditions for additional clarifications and requirements.