

SPECIAL CONDITIONS

These Special Conditions are in addition to the requirements of the Uniform General Conditions and the Supplementary General Conditions of the Contract and are a part of the Contract Documents.

1. **LAYING OUT BUILDING:** The General Contractor shall employ an experienced and competent Professional Civil Engineer or a Registered Professional Land Surveyor (RPLS) and cause him to establish at least three (3) separate permanent benchmarks, such benchmarks shall be established using two (2) of the permanent University benchmarks as identified by the University to which easy access may be had during the progress of the Work, and from time to time to determine and verify the lines and grades. As the Work progresses, establish easily accessible benchmarks at each level referenced to finish floor line.
 - a. The layout work shall be supervised by the Civil Engineer or RPLS and approved by the Architect/Engineer. At completion of the layout work, the Civil Engineer or RPLS shall submit a signed report to the Architect/Engineer stating that he is satisfied with the work and its accuracy.
 - b. The General Contractor shall erect and maintain substantial protection of all established layout controls for structures, set their location to provide proper working clearance and verify that they are level and at the proper grade.
 - c. As the Work progresses, the General Contractor shall lay out partitions on rough floors in exact locations as a guide to all contractors and trades.
 - d. Before ordering any materials or doing any work, each Contractor shall verify and be responsible for the correctness of all measurements. No extra charge or compensation will be allowed as a result 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.
2. **LEVEL OR TRANSIT:** The General 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 surveyor's level or grade control lasers shall be used to lay out all work and shall be used by operators skilled in its use.
3. **CUTTING, PATCHING AND INSTALLATION OF SLEEVES:** The General Contractor shall coordinate and oversee all cutting and patching activities in the execution of the work and shall leave all chases, holes or openings straight, true and of proper size as may be necessary for the proper installation of his own or other contractor's or subcontractor's work, consulting with the superintendent and contractors or subcontractors concerned regarding proper location and size.
 - a. No excessive cutting will be permitted nor shall any piers or other structural members be cut without the written approval of the Architect/Engineer. After such work has been installed, the Contractor shall carefully fit around, close up, repair, patch, and point up as directed to the entire satisfaction of the Architect/Engineer and Owner.
 - b. All this work shall be done carefully with proper tools by personnel of the particular trade to which such work belongs, and shall be done without extra charge to the Owner. Each Contractor or Subcontractor will be required to build into his own work, as directed, any and all items furnished by others. Cutting and repairing of new work, in place, made necessary by negligence of another Contractor or Subcontractor or anyone employed by him, shall be paid for by the party, which is at fault.
 - c. The work of each section of the Specifications, unless otherwise specified, 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 personnel skilled in trade required for restoration. The Contractor and/or each Subcontractor shall arrange and pay for cutting and patching required for installation of its own work, as applicable.

- d. The Contractor shall ensure sleeves are provided for all service lines, including piping and conduit, covered in the Contract documents, which may pass through walls, roof or floors. Sleeves through floors shall extend 2" above finish Floor and cast into floor or sealed with heavy-duty sealant or fire stop material.
4. SANITARY FACILITIES: The General Contractor shall provide an adequate number of temporary sanitary facilities for the use of all persons employed on the job, and shall clean same at least weekly, or more often as deemed necessary by the Owner. He shall post notices, take such precautions as may be necessary, and remove refuse deposited in or about the buildings necessary to maintain the premises in a sanitary condition. Sanitary facilities shall be located away from public view to greatest extent possible. Neither the General Contractor nor any of the construction work forces shall be allowed to use campus sanitary facilities.
5. PROTECTION: Each Contractor shall protect, properly and effectively, all materials and equipment furnished by him during and after their installation. Building materials, Contractor's equipment, etc., may be stored on the premises, but the placing of same shall be within the construction fence. When any room in the building is used as a shop, storeroom, etc., the Contractor will be held responsible for any repairs, patching or cleaning arising from such use. The Contractor shall protect and be responsible for any damage to the 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. The Contractor shall handle all material as directed, so that it may be inspected by the A/E's and the Owner's representative(s). All cement, lime, insulation, and other material affected by weather shall be covered and protected to keep them free from damage while they are being transported to or stored on the site.
- a. During the execution of the Work, open ends of all piping, conduit, and mechanical ducts as well as all openings in equipment shall be closed before leaving the Work at any time, to prevent the entrance of foreign matter.
 - b. All heating, ventilating, plumbing, and electrical equipment shall be protected during the execution of the Work.
 - c. All plumbing fixtures shall be protected and shall be boarded over so that they cannot be used by personnel or others. All drains shall be covered until placed in service to prevent the entrance of foreign matter.
6. SIGNS: No signs or advertisements will be allowed to be displayed without the approval of the Owner.
7. SITE SECURITY WATCHMAN AND JANITOR: The Contractor, at its own expense, and option may employ unarmed security personnel when deemed necessary to protect its Work, but must notify the Owner of any such security firms or employees. Campus police will not provide security for the Contractor's areas. The Contractor shall provide a person or persons for janitor work, who shall keep all offices clean, attend to the temporary toilet rooms and keep them clean and supplied, attend to drinking water and supplies. This person shall also help to keep the construction areas broomed, free from accumulated debris, and relatively clean.
8. ACCESS TO SITE AND PROTECTIONS: The Construction Documents shows the area of the building site which may be used by the Contractors. A fence shall be erected by the General Contractor around this gross area. The Contractor and Subcontractors shall confine their activities to this area and in no way obstruct any other part of the campus or utilize any campus facilities for any purpose.

- a. As soon as Work is begun at the site, the General Contractor shall build a substantial wire mesh fence at least six feet high as shown on the Construction Documents and completely surrounding the site. Posts shall be placed not more than eight (8) feet apart and set securely. Wire mesh shall be tightly stretched over the supports.
- b. Enclosure fences shall be provided with fire gates and gates for trucking in locations shown on Construction Documents, hung with heavy strap hinges, and provided with hasps for locking. Fences and gates shall be properly maintained throughout the duration of the job and removed on completion or when directed by the Architect/Engineer. Where directed by MSU representatives, contractor shall include campus padlocks for access required for service work within fence and/or fire protection of existing buildings.
- c. The trees and shrubs, within the work area assigned to the Contractor and endangered plants near access ways to the above, shall be protected by the Contractor with drip-line fencing and tree trunk wooden shields per University policy and as detailed on drawings, all maintained in sound condition. Contractor shall not remove, cut or trim any trees or shrubs in the Contract area before notifying the Owners and Architect/Engineer's representative and receiving approval.
- d. The Contractor shall be responsible for the protection of existing building surfaces, both interior and exterior, utilities, exterior structures, pavements, sidewalks, vegetation, irrigation systems, and 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 Contractor's contract amount.
- e. The Contractor is responsible for expenses incurred as the result of the loss of a security access card or key. As the result of the loss of a master key, an entire building will have to be re-keyed, with the expense charged to the Contractor.

9. PROJECT CLEANLINESS: It shall be the responsibility of the Contractor to see that the debris, trash, and dust residue resulting from building operations are removed from the building and the property in a timely manner. All installed equipment and ductwork shall be protected from accumulations of construction dust. When project work occurs in existing buildings, existing spaces, finishes and ductwork shall be properly sealed and protected from construction dust and damage. The Contractor shall provide personnel for janitorial work in order to keep all offices, office toilet rooms, and portable toilets cleaned; attend to drinking water and supplies. Solid debris, such as brick bats, mortar and plaster droppings, 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 the building site. Trash, construction debris, and mud shall not be allowed to accumulate anywhere on the project for periods of longer than one week, whether in the building, on the grounds, in the adjacent areas, or on the campus streets serving as delivery and haul-off routes for the work of this project. 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.

10. WATER FOR BUILDING WORK: The General Contractor shall provide temporary lines for all water required in the building Work and will arrange with the Owner's Utility Department for water service. The Contractor shall include all connections and means of conveying same to place where required, including the necessary metering devices capable of measuring water used by construction activity. In lieu of temporary connections, the Contractor may make permanent connections and this may serve for the construction period. In the event the Owner does not have water available at the site from the Owner's existing distribution system, the Contractor shall negotiate with the City for water and pay all fees and rates required by the City Water Department or shall provide an on site water well of sufficient production for construction.

11. ELECTRICAL ENERGY: The Contractor shall arrange with the local Utility Company for temporary

construction power with metering, whenever available. When using temporary power provided by the local utility company, the contractor is responsible for all costs, including electrical energy costs. If power is available only through the Owner's on-campus system, the Contractor shall arrange for and provide metering equipment capable of measuring power used by construction activities, if relevant to the project. The Contractor may energize the permanent power system in the building only when approved by the Owner. All costs of electrical energy provided through the University's power grid shall be paid by the University unless it is determined that the Contractor is not using the energy in a prudent and reasonable fashion in which case the Contractor shall be required to pay at the prevailing rate of the local Utility Company. When utilizing local Utility Company power, invoices must be submitted prior to payment reimbursement.

12. **TEMPORARY HEAT & LIGHTING:** If temporary heat is required for protection of the Work, the General Contractor shall provide Owner approved heating apparatus. Provide heat in such a manner that no Work will be damaged and ensure adequate ventilation exists. The Contractor shall provide adequate lighting about the site for security, inspections of excavations, night shift work should such occur, and shall also provide adequate temporary interior lighting throughout the building enclosure to facilitate quality workmanship and appropriate inspection visibility.

13. **TEMPORARY SERVICES:** If relevant to the project, and after equipment has been connected to the Central Utilities System, the Contractor may request that the utilities department open valves to put systems in service for heating or cooling. The Contractor is NOT to open or close any valves to utility systems. Proper system operation having been demonstrated to the University Utility Department, the Contractor may use the systems for heating and/or cooling once the thermal controls are operational.

During operation of the mechanical equipment, prior to Substantial Completion, the Contractor shall keep the mechanical equipment in good operating condition, properly flushed with chemical treatment systems properly started, properly maintained, including regular replacement, and/or cleaning of filters, both temporary and permanent. The guaranty period shall start on the date of official acceptance. Filters shall be changed at least every 2 weeks and more frequently if extremely dusty conditions exist.

14. **REMOVAL OF TEMPORARY FACILITY:** When a temporary facility is no longer needed for the proper conduct of the Work, the Contractor shall completely remove it from the Project and shall repair or replace any material, equipment or finished surface damaged in doing so.
15. **WARRANTIES AND GUARANTEES:** Pursuant to Article XIII of the Uniform General Conditions, additional warranty requirements and guarantees are described more fully in various sections of the technical specifications.
16. **PROJECT SIGN:** If applicable, the Contractor shall construct and erect one project sign on the project site in a location designated by the Owner. The sign shall make clear reference to the Midwestern State University System as well as Midwestern State University-. Submit a one-quarter scale shop drawing of the sign complete with all lettering to the Architect/Owner for approval before construction. The sign shall remain the property of the Contractor, and upon project completion, the Contractor shall remove the sign and remove from University property in a legal manner.
17. **PROJECT PLANNING AND SCHEDULING:** The Contractor shall participate with the Owner and A/E in a project-planning workshop promptly upon execution of the contract unless specified differently in the Contract document. Based on the project plan developed at that workshop, and within twenty-one (21) calendar days from Notice to Proceed, the Contractor shall submit its proposed Work Progress Schedule for the entire duration of the project to the Owner and A/E for review. The Schedule shall be coordinated with the Contract Price Breakdown, or Schedule of Values, and shall include all significant procurement, including long lead-time delivery items and approval activities, all work placement activities, including start and completion dates, identification of time periods for overhead inspections, pre-final and final inspections, system start-up and

commissioning, and punch-list corrections, as a minimum. The initial schedule submission shall coincide with the initial submittal of the Contract Price Breakdown and the two documents will be reviewed together. The Contractor shall revise the schedule as necessary to obtain acceptance by the Owner and A/E to establish a Baseline Schedule for the project. Once the Baseline Schedule is accepted, the Contractor shall update the schedule monthly, as a minimum, to record actual progress of activity start and completion and remaining durations and shall provide updated reports monthly to the Owner and A/E in association with each request for progress payment. The format and content of monthly update reporting shall be as determined at the project-planning workshop unless specified otherwise in the contract documents. The Contractor shall include a separate line item in its Contract Price Breakdown for planning and scheduling, to include development of the accepted Baseline Schedule and all updates and reporting.

18. **CLARIFICATION OF INSURANCE REQUIREMENTS:** Refer to the Uniform General Conditions and Supplementary General Conditions, paragraph 5.2. When the project involves work in an existing structure, the scope of this Builder's Risk Insurance is to cover any portion of an existing building which is in the Contractor's care, custody or control (which may be necessary to do Work in another portion of the building), over and above the normal limitations imposed by paragraph 5.2. Paragraph 5.2 is not intended to increase the dollar amount of the Insurance, which is stipulated in paragraph 5.2 to be 100% of the value of the Work, but only to increase the scope of what is to be covered.
19. **PREVAILING WAGE RATE DETERMINATION:** Pursuant to the Uniform General Conditions/Supplementary General Conditions, the following schedule indicates the prevailing wage rate determination determined by the Owner.

See Attachment "B" Prevailing Rate Schedule.

20. **ONGOING CAMPUS/OWNER OPERATIONS:** This project is surrounded by continuously functioning campus facilities, including student housing, 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. Campus utilities must not be interrupted except when scheduled and approved in advance through Owner-designated established channels. The Contractor or his personnel shall NOT open or close any valves of the central campus utilities. Valve operation is to be done by University utilities personnel only. The Contractor shall not activate or de-activate any campus utility system, or component of any such system, without express written direction from the Owner.

The facilities will only be available during the scheduled construction time-period as specified by the Owner, typically from 8:00 am until 6:00 pm Monday through Friday. Work during other times, including weekends, shall only be allowed with prior request and written authorization from the Owner. In addition, the Contractor shall accommodate and coordinate its construction work force and activities to allow the Owner's forces and Owner's separate subcontractors (i.e. telephone, data, IT, computer, and furniture installation) to enter the jobsite to perform their work.

21. **CONTRACTOR PARKING:** Parking is either within the Contractor's fenced area, or off campus at the Contractor's expense. There will be no parking outside of fenced area adjacent to the site or on public streets on campus for any of the contractor's work force unless specifically approved by the Owner.

A limited number of remote parking spaces may be provided near the campus. Such parking will be available at no cost to the Contractor or the workers but will require permits, issued by the campus police department, for all vehicles and transportation furnished by the Contractor. Such remote parking is provided for the convenience of the Contractor with the understanding that the Contractor is responsible for all workers and all workers' vehicles while they are on the campus.

22. **RESPONSIBILITY FOR WORK FORCE:** A superintendent shall be on site at all times while work is

in progress. The Contractor is responsible for the actions of its entire work force, including Subcontractor's and supplier's employees, whenever they are on the campus. The Contractor shall submit their plan for identifying and controlling all workers, and for management of personnel records, including payroll records. Identification badges for workers, busing of workers from remote parking lot(s), frequent written and verbal reminders to work force of appropriate behavior and avoidance of campus facilities, and publishing of established access and egress routes for vehicular and pedestrian traffic are required, as a minimum, in order to maintain control of the work force.

a. Unacceptable behavior on the part of the workers anywhere on campus, including parking lots, the project site, and the accessing route(s) through the site through the campus, or failure to obtain parking permits, or traffic violations while on campus may lead to cancellation of the Contractor's on-campus parking privileges. Further, identifiable offending worker(s) will be removed from the project.

b. Harassment of any person, whether student, faculty, staff, or visitor to the campus, is forbidden. Harassment includes any action such as jeering, whistling, calling-out, staring, snickering, making rude or questionable comments, or similar behavior. If identifiable, any offending worker(s) will be removed from the project.

23. SITE ACCESS AND CONTROL: 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. Contractor shall provide all traffic controls, warning signs, barricades, and flagmen during all construction traffic operations that affect roadways and pedestrian walkways with plans for same that are acceptable to the Owner.

24. NOISE CONTROL: Equipment locations and timing or sequence of work operations shall be coordinated so as not to inordinately conflict with the Owner's continuing use of the existing or adjacent buildings, and/or minimally interfere with scheduled meetings or events or on-going operations.

25. SMOKING: Smoking is not allowed inside any campus building or anywhere on campus except in designated areas. Smoking will not be allowed in any enclosed area of the building(s) of this project. Enclosed, as used here, refers to erection of exterior walls and overhead structure for any portion of the project; it does not mean to indicate a state of building "dry-in". Use or possession of illegal drugs or alcohol on the project site or anywhere on campus is forbidden.

26. SITE AND AREA MAINTENANCE: The Contractor shall erect erosion control at the perimeter of the site and otherwise control migration of construction debris and dirt to campus and public areas adjacent the project site. The Contractor shall keep all roadways in the vicinity of the project clear of mud, dirt, debris, and construction materials. The Contractor will be required to clean campus streets utilized as truck routes for the project if mud or debris is allowed to remain in the roadways. If such roadways, parking lots or site improvements are damaged by the work of this project, the Contractor will be required to repair them in kind to a quality acceptable to the Owner.

27. GENERAL PERMITS: The Owner is exempt from paying for permits and fees to local government entities related to work on the Owner's property. There will 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 permit and fee requirements for work in public rights of way or outside the boundaries of the Owner's property. The Contractor shall secure, pay and maintain all required permits.

28. SEDIMENTATION AND EROSION CONTROLS/NPDES GENERAL PERMIT: The National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Sites (General Permit) issued by the United States Environmental Protection Agency

(EPA) requires compliance for construction activities resulting in the disturbance of five (5) acres or more or if a construction site is part of a common plan of development of five (5) acres or more. The Owner's property is comprised of an overall total of approximately 473 acres of which this project covers a part; therefore, compliance with the NPDES General Permit is required.

- a. Indemnification. GENERAL CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS OWNER FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, AND EXPENSE ARISING OUT OF A VIOLATION OF THE APPLICABLE EPA NPDES REGULATIONS, THIS SPECIAL CONDITIONS SECTION, OR THE TERMS AND CONDITIONS OF THE GENERAL PERMIT TO THE EXTENT ATTRIBUTABLE TO AN ACT OR OMISSION OF GENERAL CONTRACTOR, ITS SUBCONTRACTORS AT ANY TIER, OR CONSULTANTS.

29. ENVIRONMENTAL PROTECTION PROCEDURES: Any existing trees and shrubs within the Project Site assigned to the contractor and any endangered plants near access ways to the Project Site, shall be protected by the Contractor as detailed in the Drawings, or maintained in sound condition until permission is given for their removal. Contractor shall not remove, cut or trim any trees or shrubs in the Project Site before notifying the Owner's representative and receiving his prior approval. Any vegetation damaged during construction shall be replaced in kind. The Contractor shall be responsible for repair of all damage to areas of the Project site used for construction storage purposes. Repair shall consist of replacing trees, vegetation, grasses in kind with watering and maintenance as required for establishment unless otherwise noted on the Drawings.

The Contractor is 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 cleanup and 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. Contractor is responsible for pollutant contaminated run-off and proper disposal of all waste materials generated as a result of work activities.

Chemical cleaning of new utility additions shall be done by circulating a good non-phosphate cleaner through as much of the new system as possible. Prior to dumping the cleaning agent, notify the City of Industrial Water Treatment Department to sample the effluent. If the City of approves dumping to drain, then dump to the sanitary sewer. Refill the system with water, circulate and again have the City of Industrial Waste Water Treatment Department to sample prior to dumping. If at any stage the City of refuses to accept the effluent, the Contractor must make special arrangements for the legal disposal of the effluent and give the owner a copy of the shipping and disposal manifests.

30. CONTRACTOR OCCUPANCY AND LIMITS OF CONSTRUCTION: The Contractor and all his personnel, his assigns, materialmen, suppliers and subcontractors shall confine and limit their work and use of the Project Site to those areas within the defined Project Site limits of construction. All areas beyond these limits are patrolled by the City of Police Department and The MSU Midwestern State University- Campus Police Department personnel. All public and University rules, laws and requirement shall be obeyed. No tools, construction vehicles, or construction material shall be permitted beyond the Project Site limits of construction. The Contractor shall confine his personnel within the Project Site limits of construction. Loitering of construction personnel beyond the fenced limits of construction or around the Project Site construction entry gates shall be discouraged.
31. RECORD DOCUMENTS: The Contractor shall provide the Owner, at between one month and three months prior to Substantial Completion, with a complete set of the as-built Telecommunication Drawings and Telecommunication Port Log for the Owner's use in coordinating selection and procurement of telephone/data equipment.

As a requirement for acceptance of Substantial Completion, the Contractor shall reproduce two (2) copies of the current As-Built Drawings and Specifications maintained at the job site and provide these copies to the Owner. These documents shall be labeled "Interim Record Drawings and Specifications", and are required to assist the Owner in the operation of the facility until Final Completion is accomplished and the final As-Built Drawings and Specifications are provided to the Project Architect/Engineer to prepare the final "Record Drawings" and "Record Specifications". Three (3) weeks before substantial completion acceptance of the project, the contractor shall have submitted a draft copy of the Owner's operating and maintenance manuals. Two (2) copies of the final owners operating and maintenance manuals shall be delivered within 30 days of substantial completion and include copies of ALL approved shop drawings and submittal; list of ALL subcontractors and vendors including names, addresses, phone numbers; warranty and guarantee documents, etc.

32. CHANGE ORDER PRICING: Article XII, Sec, 11.3.4 of General add the following:

The total cost of all labor and materials, including supervision up to the level of Project Superintendent, itemized to show man-hours by trade and classification, unburdened hourly rates, and total labor cost. Man-hour totals, labor rates, and materials shall be based on reasonable and prevailing area labor rates and materials costs.

33. FIELD MANAGEMENT AND TEMPORARY STRUCTURES:

- a. The Contractor shall coordinate and direct the work of this project from the site or Owner-designated area at adjacent site for the duration of the Work. One or more of the following options applies to this Project **only if designated by a checked box**:

The Owner will designate and provide an adequately sized enclosed area for field office operations to the General Contractor adjacent the Project site. This location is to be properly maintained and released back to the owner in its original condition.



The Contractor shall provide and maintain its own temporary field office(s) that is weather-tight, well-lighted, air conditioned and safely heated, and to include provisions for telephone, data, and facsimile services, conference area(s), including tables and chairs, toilet facilities, and maintenance of all project files including submittals, project correspondence, and payment and payroll records, etc. The University will assist in providing hook-ups for telephone, data, and facsimile services when project is within campus grid. A lockable, 12' x 12' minimum private office shall be provided for the use of the Owner and A/E, equipped with an operational telephone, a fax machine and computer connections.

The Contractor shall provide and maintain a conference area, which shall include at least one primary area suitable for up to fifteen (15) persons to participate in progress and coordination meetings. The walls of this conference area are to serve as display surfaces for maintaining current prints of project schedules and work placement plans. This space can be incorporated with the Contractor's office trailers, and will be for shared and joint use by both throughout the project duration.

The Contractor shall provide and maintain at the site for the duration of the Project, for the use of the Owner and its consultants, including the Architect/Engineer, a separate field office structure which is adequately weather-tight, well-lighted, air conditioned and safely heated, adequately supported and anchored, with toilet facilities, and two long distance phone/fax lines. Local calls made from these lines shall be paid by the General Contractor. Long distance calls shall be paid for by the person or party placing the calls. The telephone numbers shall be reported to the Owner and the Architect/Engineer as soon as the telephones are installed.

Such field office shall be a minimum of twelve (12) feet wide by about thirty- (30) feet long and shall be partitioned to provide for two separate work areas including two entry doors with keyed locks, and shall include toilet facilities. Each of the three "office" areas within this structure shall be provided with layout tables, plan storage, file cabinets, desk and chairs, one telephone and outlet and one fax and one data outlet, as well as adequate convenience outlets to accommodate business machines.

Telephone service to this field office shall include one phone line capable of local and long distance service with voice mail and one fax and one data line, for a total of three separate lines, each with individual phone numbers and each line to be connected to multiple outlets for convenient arrangement. All costs for providing this telephone service, including a phone unit in each separate area, shall be paid by the Contractor.

- b. The General Contractor shall arrange for each Subcontractor to have field office accommodations as necessary to perform their work adequately.
- c. The General Contractor shall provide adequate and safe entries to all field offices, including steps with railings and landings or stoops as required, and shall provide hard surface walkways to connect the field office structures to one another and to site entry or exit.
- d. Upon authorization to mobilize, the General Contractor shall submit a plan layout showing location of field offices, size and arrangement of spaces and outlets, fencing, site control points, and utility tie-in locations for Owner review and acceptance.
- e. All costs for temporary field offices shall be included in the Contractor's Contract Price Breakdown. Reimbursement of such costs shall be included in the regular Progress Payment on a monthly basis, pro-rated over the anticipated duration of the project.

34. TEMPORARY EQUIPMENT:

- a. The General Contractor shall provide all scaffolding necessary for the performance of the Work. All scaffolding shall be so constructed, anchored, and braced as to comply in all respects with OSHA guidelines to afford safety and protection to both craftsmen and their Work, inspectors, and to the Work of other contractors.
- b. The General Contractor and its Subcontractors shall provide on the premises at locations approved by the Owner, suitable substantial watertight storage sheds for the storage of tools and all materials which would be damaged by the weather; shall maintain same in good condition and shall remove same when directed. All storage sheds shall be of sufficient size to hold the materials required and shall have floors raised at least 6" above the ground on heavy joists.
- c. Except as otherwise specified, the Contractor shall furnish at its own cost and risk, all significant tools, apparatus, hoists or cranes, derricks, etc.
- d. Temporary equipment shall be installed in such a manner that finish work will not be damaged by smoke, falling mortar, concrete or other causes. Location and arrangement of temporary equipment shall be subject to the approval of the Construction Inspector.
- e. All temporary shoring required for the installation of Work shall be included in this Contract and the General Contractor must assume all responsibility for this Work and make good any damage caused by improper supports or failure of shoring in any respect.

35. SAFETY:

- a. The Contractor shall provide barricades, warning signs and lights. Comply with recognized standards and code requirements for the erection of substantial barricades where needed to

prevent accidents and any unsafe condition from developing during the construction period.

- b. The Contractor shall review fire prevention and protection needs with the Owner's personnel in procedures and post warnings and information. Maintain unobstructed access to fire extinguishers, temporary fire protection facilities, stairways and other access routes. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of ignition.
- c. 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 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 work. Walkways, parking areas, and other areas surrounding the job site will be in use and given priority. The University shall not be held responsible for failure of the Contractor to perform the job in a safe manner.

36. HAZARDOUS MATERIALS: For information only, an asbestos report has or has not been filed on the portion of the existing building involved in the project and a positive or negative result was reported. See abatement requirements, if relevant, elsewhere in the Construction Documents. In the event the Contractor encounters material, which he reasonably believed to be asbestos, which has not been abated, the Contractor shall immediately stop work in the area affected and report the condition to the Owner. If in fact the material is asbestos and has not been abated, the Contractor shall not resume the non-asbestos-related work in the affected area until the asbestos has been abated. The abatement action may be done in any of three ways, as the Owner may decide. The Owner may perform the abatement by its own forces, or the Owner may contract with a third party to perform the abatement, or the Contractor may perform the abatement by an appropriate means acceptable to the Owner such as performing the work through its own employees if they are appropriately certified or hiring an abatement subcontractor. If the Contractor is to perform the abatement, the Owner and the Contractor will negotiate a change order in accordance with the contract terms relative to extra work. In such a case, the Owner specifically agrees that the cost of any special comprehensive general liability insurance that may be required relative to the abatement work will be considered a direct cost of the extra work, on which like the other direct costs the Contractor will be allowed to add a percentage of 5% or 15%.

---End of Special Conditions---