1.1 PURPOSE

1.1.1 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.

1.1.2 Terms and Conditions set forth in this document are for the Contractor only, and are valid regardless of the project delivery method.

1.2 SEPARATE CONTRACTS

As provided in the UGC, the Owner may award other contracts in connection with the Project. Additional separate contracts may include, but are not limited to, commissioning, geotechnical, surveying services and asbestos abatement and demolition.

1.3 PREVAILING WAGE RATE DETERMINATION

1.3.1 In accordance with the UGC, the attached schedule identifies the Prevailing Minimum Wage Rate determination for Galveston County. Refer to “Attachments A and B.”

1.3.2 The Owner may verify wage rate compliance in the field by interviewing workers. The Contractor shall assist the Construction Inspector (CI) with this task, including providing translation for non-English speaking workers.

1.4 RELATED DOCUMENTS

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

1.4.1 Provisions established within the UGC, the Agreement, all Exhibits, Attachments, Appendices, 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.

1.4.2 “Attachment A” (to Owner’s Special Conditions): Prevailing Minimum Wage Rate Determination.

1.4.3 “Attachment B” (to Owner’s Special Conditions): Worker Classification Definition Sheet

1.4.4 “Attachment C” (to Owner’s Special Conditions): Weather Data

1.5 VICINITY MAP – Refer to Specifications and Drawings

1.6 UNDERGROUND WORK

The Contractor is reminded of difficulty to be encountered when doing work under the ground around UTMB. Proper shoring must be used and special precautions taken.
1.7 PROJECT WATER, POWER AND LIGHTING

The Owner shall provide reasonable amounts of water and electricity for execution and completion of this work unless specified to the contrary in specific sections on the documents.

1.8 REVISIONS TO UGC

The following revisions to the UGC are hereby made to conform to the particular needs of The University of Texas Medical Branch in Galveston:

1.8.1 Article 1 Definitions

Change Section 1.26 Owner’s Designated Representative (ODR):

On UTMB Projects the Owner’s Designated Representative (ODR) means the Construction Manager and/or Project Manager identified to the contractor at the pre-construction conference.

1.8.2 Article 2 Wage Rates and Other Laws Governing Construction

Add to Section 2.2 Wage Rates, 2.2.1 Notification to Workers, Item, 2.2.1.1:

Said worker wage rate notification shall be submitted to the Owner’s Designated Representative (ODR) at the beginning of the project as requested by UTMB.

Change Section 2.3 Venue for Suits:

Galveston County, Texas, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

1.8.3 Article 3 General Responsibilities of Owner and Contractor

Change Section 3.3.11 Ancillary Areas, Item 3.3.11.2:

The privileges extended under this section will be “If approved by UTMB” on all UTMB projects.

1.8.4 Article 5 Bonds and Insurance

Add as Section 5.1.1.3 Increase in Bond Amount:

Contractor shall monitor the total cost of work performed under this Agreement. In the event the total cost of work exceeds ten percent (10%) of the original Contract sum, Contractor shall promptly provide to Owner revised or supplemental bonds to cover the increase in the total sum of work.

Add to Section 5.2.2.1.2 Commercial General Liability Insurance:

Commercial General Liability Insurance with limits of not less than:
- Damage to Rented Premises $100,000
- Medical Expenses (any one person) $10,000
- Personal & Advertising Injury $1,000,000
Add as Section 5.2.3.6:

Contractor shall provide to UTMB, Certificates of Insurance evidencing the existence of all insurance upon execution of this Agreement and prior to the performance of work under this Agreement.

Add as Section 5.2.3.7:

Endorsements evidencing coverage for the following shall be attached to the Certificate of Insurance: additional insured status; waiver of subrogation in favor of Owner; Contractor’s required insurance, excluding workers compensation is primary and non-contributory.

Add as Section 5.2.3.8:

Certificates of Insurance shall identify the Project/Contract Name and Number, and campus location in the special items section. The Board of Regents and The University of Texas System, UTMB Health, 301 University Blvd, Galveston, TX 77555-0905, shall be named as the Certificate Holder.

1.8.5 Article 6 Construction Documents, Coordination Documents, and Record Documents

Change Section 6.1 Drawings and Specifications, Item 6.1.1 Copies Furnished:

Number of copies of documents provided as specified in Section 013100 of the UTMB Master Specifications.

Change Section 6.2 Requirements for Record Documents, Item 6.2.5:

Contractor shall provide all final information to the Architect/Engineer in order for the Architect/Engineer to prepare the final “As Constructed Drawings” on UTMB projects.

1.8.6 Article 9 Construction Schedules

Change Section 9.6 Modification of the Contract Time, Item 9.6.2.1:

On UTMB projects weather day extensions relate only when the delays exceed the mean rain or temperature tables published in Section 01 33 00 1.3 F. of the UTMB Master Specifications.

1.8.7 Article 10 Payments

Change Section 10.2.1 Preliminary Pay Worksheet:

The requirements of this section shall be required “When Requested” by the Owner on UTMB projects.

Change Section 10.2.1 Preliminary Pay Worksheet, Item 10.2.1.4:

Contractor’s periodic invoices (Application for Payment) shall be accompanied by an electronic disk of schedule of value portion of the invoice. The electronic file shall be Excel or Access based capable of being sorted.
1.8.8 Article 11 Changes

Change Section 11.7 Administration of Change Orders, Item 11.7.2:

Written confirmation shall be in the form of Field Orders for UTMB Projects. Written confirmation for non-emergencies shall be submitted within forty-eight (48) hours.

1.8.9 Article 17 Miscellaneous

Add as Section 17.5 Ethics Matters/No Financial Interest

17.5.1 Contractor and its employees, agents, representatives and subcontractors have read and understand University’s Code of Ethics Policy available at the website address:

www.utmb.edu/policies_and_procedures/Search_Results/PNP_004822, and applicable state ethics laws and rules available at the website address: www.utsystem.edu/ogc/ethics.

17.5.2 Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University’s Code of Ethics Policy, provisions described by University’s Standards of Conduct Guide available at the website address:

www.utmb.edu/compliance/SCOG%20Working%20with%20Integrity.pdf, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Add as Section 17.6 Publicity:

Contractor agrees that it shall not publicize this Agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Owner's employees or patients or use Owner's name in connection with any sales promotion or publicity event without the prior express written approval of Owner.

Add as Section 17.7 Freedom of Access and Use of Facilities

17.7.1 Contractor’s employees shall have reasonable and free access to use only those facilities of Owner that are necessary to perform services under this Agreement and shall have no right of access to any other facilities of Owner.

17.7.2 If Contractor’s employees, agents, and/or subcontractors are performing work on Owner’s premises for a period longer than three (3) days or twenty (20) hours, Contractor will be subject to Owner’s Security Requirements, which will require Contractor to perform a security clearance check and a urine drug test on each individual.

17.7.3 If Contractor’s employees, agents, and/or subcontractors are performing work on Owner’s premises for a period shorter than three (3) days or twenty (20) hours, they must be escorted by an Owner employee at all times.
Add as Section 17.8 Observance of Owner Rules and Regulations

17.8.1 Contractor agrees that at all times its employees will observe and comply with all regulations of UTMB, including but not limited to, no smoking, consideration for patients and their families, and parking and security regulations.

17.8.2 Care for Owner patients is the first priority. When patients are being transported in Owner elevators, Contractor’s employees, agents, representatives, and subcontractors should exit the elevator and wait for the next available one to arrive.

Add as Section 17.9 Undocumented Workers:

The Immigration and Nationality Act (8 United States Code 1324a) (“Immigration Act”) makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form (“I-9 Form”) as the document to be used for employment eligibility verification (8 Code of Federal Regulations 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual’s national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, Owner may terminate this Agreement in accordance with Article 12. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

Add as Section 17.10 UTMB’s Right to Audit:

At any time during the term of this Agreement and for a period of four (4) years thereafter UTMB or a duly authorized audit representative of UTMB, The University of Texas System, or the State of Texas, at its expense and at reasonable times, reserves the Right to Audit Seller's records and books relevant to all services provided under this Agreement. In the event such an audit by UTMB reveals any errors/overpayments by UTMB, Contractor shall refund UTMB the full amount of such overpayments within thirty (30) days of such audit findings, or UTMB, at its option, reserves the right to deduct such overpayments from any amounts UTMB is required to pay Contractor under this Agreement or any Purchase Order.

Add as Section 17.11 Access to Documents:

To the extent applicable to this Agreement, in accordance with Section 1861(v)(1)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the
provisions of 42 CFR Section 420.300, et seq., Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services, the Federal Emergency Management Agency (FEMA), and their duly authorized representatives.

Add as Section 17.12 Other Liabilities:

The individuals signing on behalf of UTMB and Contractor shall not be personally liable for the performance of any of the terms of this Agreement, provided however, that they warrant their authority to sign on behalf of UTMB and Seller. No member, individually or collectively, of UTMB or the Board of Regents of the University of Texas System (“UT System”), and no officer or director of Contractor incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of default in the performance of any of the terms hereof. All such liability of the employees of UT System and officers and directors of Seller, as such, is released as a condition of and in consideration of the execution of this Agreement.

Add as Section 17.13 Recall Notice:

Contractor shall, immediately upon discovery of same, advise UTMB of any or all required replacement/modifications to equipment or component part thereof or withdrawal of product by reason of safety hazard or recall regardless of the nature of same. Any verbal notification must be confirmed in writing within twenty-four (24) hours of such verbal notification. All such formal notices will be submitted to the following addresses:

The University of Texas Medical Branch at Galveston
Director of Purchasing
301 University Blvd.
Galveston, Texas 77555-0905
Tel.: (409) 747-8000  Fax: (281) 554-5368

The University of Texas Medical Branch at Galveston
Attn.: Steve LeBlanc
Assistant VP, Risk Management
301 University Blvd.
Galveston, TX 77555-0495
Tel.: (409) 742-4775  Fax: (409) 742-6897

Add as Section 17.14 Limitations:

THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UTMB (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UTMB’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR
OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UTMB EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

Add as Section 17.15 Limitation of Liability:

EXCEPT FOR UTMB’S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES, UTMB WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UTMB TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER SELLER, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UTMB, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UTMB HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

Add as Section 17.16 Non-Disclosure:

Contractor and UTMB acknowledge that they or their employees may, in the performance of this Agreement, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, whether or not directly or indirectly affiliated with Contractor or UTMB, unless required by law. Each party shall also sign any non-disclosure agreements reasonably required by the other party and obtain such agreements from their representatives and/or employees as necessary.
ATTACHMENT A - MINIMUM WAGE RATE DETERMINATION

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

Government Code 2258
“Construction of Public Works in State and Municipal or Political Subdivisions; Prevailing Wage Rates to be maintained”
and
The Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts (UGC)

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

Total hourly compensations to each worker must equal or exceed the minimum wage rates stated in the following attachment. Contributions by a worker toward health, pension, vacation, and the like are part of the worker’s pay; contributions by the employer are not. Any dollar amounts shown in columns for health, pension, and vacation may be paid either in cash or in kind. Workers in classifications where rates are not identified shall be paid not less than the general minimum rate of “laborer” for the various classifications of work therein listed.

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

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

UTS/OFPC03.02.09
PREVAILING WAGE GUIDELINES

PURPOSE AND SCOPE
This reference Guide provides general information about the application of the Texas Prevailing Wage Law, and sets forth the criteria and procedures for its implementation at public works projects administered by the University of Texas System (Owner).

RESPONSIBILITY OF CONTRACTORS AND SUBCONTRACTORS
Contracts for the construction of public works for the State, municipalities, and political subdivisions require the contractors and subcontractors to comply with the Texas Prevailing Wage Law and to cooperate with any investigations of alleged violations of that law. A contractor or subcontractor in violation of the Texas Prevailing Wage Law by underpaying its workers is liable for a penalty of $60.00 per underpaid worker per day or portion thereof. If a subcontractor is in violation, the System may withhold the amount of the penalty from amounts otherwise due to the Contractor, and the contractor in turn may withhold said amount from amounts otherwise due to the subcontractor.

DELEGATION OF AUTHORITY
The Board of Regents of The University of Texas System has authorized the Chancellor to enforce the Texas Prevailing Wage Law as it applies to the System's construction contracts, whether such contracts are administered by the System's Office of Facilities Planning and Construction (OFPC) or by the Physical Plant or Purchasing Departments of the System's component institutions. Such enforcement includes issuing prevailing wage schedules, conducting wage investigations, and making wage determinations. The Chancellor has delegated such enforcement powers to the Director, OFPC, and the Director's representatives, including the Chief Facilities Officer at UTMB.

PREVAILING WAGE DETERMINATIONS
The minimum hourly wages established for laborers, workmen, and mechanics employed in the performance of a UTMB construction contract are set forth in the prevailing wage schedule issued for that contract. As indicated above, each such schedule must be based upon the wage rates determined for that geographical area. Any wage rate may be corrected; if it is timely found that an erroneous wage rate has been incorporated in the prevailing wage schedule and if such correction is feasible. Similarly, the wage schedule may be supplemented, if it is timely found that classifications of worker needed for performance of the contract were omitted from the schedules and if such supplementation is feasible.

WORKER CLASSIFICATION DETERMINATIONS
The worker classifications for each craft or type of workman needed to perform a UTMB construction contract are set forth in the prevailing wage schedule (ref. Exhibit C, Attachment B). The worker classifications applicable to a contract are consistent with the usual and customary classifications of firms engaged in construction of similar projects in the locality. It is the duty of the contractor or subcontractor to classify or reclassify each worker employed on the project in conformity with the wage rate schedule, regardless of whether the contractor or subcontractor otherwise uses classifications not listed.

PLACE OF PERFORMANCE
The place of performance of a UTMB construction contract is the physical place or places where the construction called for in the contract will remain when work on it has been completed and other adjacent or nearby property used by the contractor or subcontractor in such construction. A wage determination incorporated in a contract shall be applicable thereto regardless of whether the contractor subsequently changes the place of performance of any part of the contract work or subcontracts any part of the contract work to a firm which performs the work in a different locality. Not included in the place of performance are permanent home offices, fabrication plants, manufacturing establishments, tool yards or other permanent facilities not on the project site which were established before the opening of bids and whose location and continuance in operation are determined without regard to the contract or project, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of the contract.
WORKERS MUST BE NOTIFIED
Each contractor and subcontractor must notify each of its workers commencing work on a UTMB construction contract of the worker's job classification and the prevailing wage rate(s) required as a minimum to be paid to such worker. The notice must be delivered to the employee in writing and must list for each classification in which the worker is assigned duties both the basic hourly wage and (if applicable) the supplemental hourly wage in the form of fringe benefits or cash equivalent.

WORK SUBJECT TO DIFFERENT RATES
If a worker during a workweek is assigned to work in different capacities and two or more wage rates are applicable to the classes of work which he or she performs, it is the duty of the contractor to see to it that the worker's employer, whether the contractor or a subcontractor, identified accurately in its records those periods in each workweek when each such employee performed work in each capacity. The worker must be paid the highest of such rates for all hours worked in the workweek unless the contractor's or subcontractor's records clearly show which hours were spent in each class of work.

CONTRACT TERMINATION
As provided in the UGC, where a violation is found of any contract provision, the contract is subject upon proper notice to cancellation. Thereafter the Owner may enter into other contracts or arrangements for completion of the original contract, charging any additional costs to the original contract or its surety. Failure to adhere to the contract provisions requiring compliance with the Texas Prevailing Wage Law and other state laws is considered a serious and material breach of contract.

INVESTIGATIONS AND ARBITRATION
An employee on a public work of the Owner who believes he/she has not been paid the established prevailing wage for work done may file a complaint with the Owner. Any such complaint shall be reduced to writing, shall set forth with reasonable particularity the grounds for the complaint, and shall be acknowledged under oath by the employee.

It is the duty of each contractor or subcontractor, upon request from the Owner, or other authorized representatives of the Owner, to furnish certified payrolls, to make other employment and project work records available for inspection and copying, to permit entry to the job site for the purpose of observing work activity, and to facilitate interviews of project workers for a reasonable duration.

The Chief Facilities Officer or his representative will determine within 30 days after receipt of a complaint whether good cause exists to believe that a contractor or subcontractor has violated the law, and will notify the contractor or subcontractor and the worker of the determination.

If the contractor or subcontractor and the workman fail to resolve the alleged violation within 14 days after their receipt of the determination, the issue of the alleged violation, any penalties owed, and any amount owed to the worker shall be submitted to binding arbitration as provided in the Texas Prevailing Wage Law. The provisions of said law shall be enforced as applicable.

RETAILIATION PROHIBITED
It is the duty of the contractor to insure that no worker employed in the performance of a contract administered by the Owner is discharged or otherwise discriminated against because such employee filed a complaint or testified in connection with an investigation of a possible violation of the Texas Prevailing Wage Law.

PUBLIC INFORMATION
Subject to the provisions of the Texas Public Information Act (Government Code; Section 552.001), all information collected, assembled, or maintained by The University of Texas System pursuant to law or in connection with the transaction of official business is public information and available to the public.
DEFINITIONS

The following words and terms, when used herein, shall have the following meanings, unless the context clearly indicates otherwise.

Affidavit - A statement in writing of a fact signed by the party making the statement, sworn to before an officer authorized to administer oaths, and officially certified by the officer.

Apprentice - A worker employed in an apprenticeship program to learn a specific trade or craft who works under the supervision of a qualified and experienced worker. A person who labors in the interests and for the benefit of an employer, but due to inexperience, the product of his/her labor is inferior to that of an experienced worker. A person who learns, according to a written or oral apprenticeship agreement, a recognized skilled trade or craft. An apprentice may be paid less than the journeyman's wage rate for the work done, but not less than sixty percent (60%) or the level of progress rate agreed upon for the apprenticeship program, whichever is greater. The term, apprentice, is a synonym for trainee.

Apprenticeable Trade or Craft - A skilled trade or craft that involves manual, mechanical or technical skills and knowledge customarily learned in a practical way through a structured, systematic program of on-the-job supervised training and requires related instruction to supplement the on-the-job training. Apprenticeability of a particular craft or trade is best evidenced by its acceptability for registration as a trade by a State apprenticeship agency or the Federal Bureau of Apprenticeship and Training.

Apprenticeship Program - A plan containing all terms and conditions for the qualification, recruitment, selection, employment and training of apprentices. A typical apprenticeship program may require one or more years of on-the-job training through job experience supplemented by related instruction, prior to being considered a qualified skilled worker.

Apprenticeship Agreement - Provisions of apprenticeship agreement regularly include length of apprenticeship; a progressive scale of wages; work processes to be taught; and amount of instruction in subjects related to the craft or trade, such as characteristics of materials and tools used, physics, mathematics, estimating, and blueprinting reading.

Burden of Proof - The duty to produce sufficient and credible evidence that a given fact is true.

Complaint - A notice of an alleged violation of the Act given by a worker, laborer or mechanic employed under a public works contract to the Owner. An employee who brings a complaint for failure to pay established prevailing wages bears the burden of proving that he performed work for which he was not properly compensated.

Day - means a calendar day.

Helper - A semiskilled worker who performs a variety of duties to assist a journeyman worker is a helper. A helper assists a journeyman worker by performing such duties as furnishing a journeyman worker with materials, tools, and supplies; cleaning work area, machines, and equipment; feeding machines; holding materials or tools; and performing other routine duties. A helper may use tools of the trade in performing routine duties at and under the direction and supervision of a journeyman. A helper may learn a trade but does so without an agreement with employer that such is the purpose of their relationship. Consequently, the title helper is sometimes used as a synonym for apprentice, but that is incorrect. A helper is assigned to the same classification as the journeyman worker assisted (e.g.: bricklayer helper). A helper may be paid less than the Journeyman's wage rate for the work done, but not less than sixty percent (60%).

Instructor - A term applied to workers who instruct new employees in operations by giving on-the-job training. Workers are classified according to major work assignments.

Journeyman Worker - A term applied to an experienced worker. A worker who has completed a specified training program as an apprentice in learning a trade or craft, or who can give written proof of a specified
number of years of qualifying experience for such trade or craft. A worker who is capable of independent work and of supervising and directing other lesser skilled workers.

**Laborer** - An unskilled or semiskilled worker whose duties are manual or physical in nature is a laborer. A laborer assists workers engaged in any job classification and may perform any combination of duties and tasks to assist workers involved in construction work. A laborer may on occasion use tools of the trade at or under the direction and supervision of a journeyman. A laborer may be subclassified according to experience and difficulty of tasks performed as well as the usual and customary practice in the locality.

**Leader** - A term applied to a worker who takes the lead and gives directions to workers while performing same duties as workers. Regularly performs all tasks of workers in group. Supervisory functions are secondary to the production duties performed and a leader is assigned to the same classification as the workers led. A leader is sometimes used as a synonym for a Working Foreman.

**Locality** - means the city, town, county or other subdivision of the State in which the work is to be performed.

**Overtime** - Work required of an employee in excess of forty (40) hours in any workweek in which the worker is employed is considered overtime. Overtime shall be paid for all hours in excess of forty hours in such workweek at a rate not less than one and one-half times the worker's basic rate of pay.

**Supervise and Direct** - Means to coordinate the activities of workers engaged in construction; to assign duties and examine work for exactness and conformance; to read and interpret work schedules and specifications to workers; to instruct workers in the use and operation of tools and equipment; to establish and adjust work goals. A journeyman worker may not supervise and direct the work of any combination of more than four apprentices, trainees, or helpers.

**Wage Determination** - includes the original decision set forth in the wage rate schedule and any subsequent decisions modifying, correcting or otherwise changing the provisions of the original decision.

**Wages** - means the hourly rate of pay. Includes both basic hourly wages and (if applicable) supplemental hourly wages in the form of fringe benefits or the cash equivalent. Wages do not include the employer's contributions to social security programs, unemployment insurance, or the like.

**Willful** - Employer or the employer's representative acts willfully with respect to claim for prevailing wages if the party knows or has reason to know that his employees are subject to the provisions of the Act and the conduct is deliberate, voluntary and intentional as distinguished from conduct committed through inadvertence, accident or by ordinary negligence.
ATTACHMENT B – PREVAILING WAGE DETERMINATION HOUSTON-GALVESTON AREA

The University of Texas System
UTMB at Galveston
Date: December 31, 2009
Construction Type: Building
Area: Houston-Galveston

<table>
<thead>
<tr>
<th>Building Construction Trade Classification</th>
<th>Prevailing Wage Rate (1)</th>
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<tbody>
<tr>
<td>Carpenter</td>
<td>$14.38</td>
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<tr>
<td>Concrete Finisher</td>
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<tr>
<td>Drywall/Ceiling Installer</td>
<td>$14.00</td>
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<tr>
<td>Electrician</td>
<td>$16.00</td>
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<tr>
<td>Elevator Mechanic</td>
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<tr>
<td>Fire Proofing Installer</td>
<td>$13.88</td>
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<tr>
<td>Flooring Installer</td>
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<td>Glazier</td>
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<tr>
<td>Heavy Equipment Operator</td>
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<td>Ironworker</td>
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<td>Light Equip Operator/Driver</td>
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<td>Mason/Bricklayer</td>
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<td>Pipefitter</td>
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<td>Piping/Ductwork Insulator</td>
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<td>Waterproofer</td>
<td>$13.63</td>
</tr>
</tbody>
</table>

(1) Wages shown are for entry level, minimum wages for each classification and do not include fringe benefits.

Unlisted classifications needed for work not included within the scope of the classifications listed may not be added after award. The job classifications are not inclusive of all possible trades on the construction project.

It is the responsibility of the contractor to classify the worker in accordance with the published classifications, and demonstrate that workers are paid commensurate with determined rates.
<table>
<thead>
<tr>
<th>Attaching B – Worker Classification Definition Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Asbestos Worker</strong></td>
</tr>
<tr>
<td><strong>Carpenter</strong></td>
</tr>
<tr>
<td><strong>Carpet Layer/Flooring Installer</strong></td>
</tr>
<tr>
<td><strong>Concrete Finisher</strong></td>
</tr>
<tr>
<td><strong>Data Communication/Telecom Installer</strong></td>
</tr>
<tr>
<td><strong>Drywall Installer/Ceiling Installer</strong></td>
</tr>
<tr>
<td><strong>Electrician</strong></td>
</tr>
<tr>
<td><strong>Elevator Mechanic</strong></td>
</tr>
<tr>
<td><strong>Fire Proofing Installer</strong></td>
</tr>
<tr>
<td><strong>Glazier</strong></td>
</tr>
<tr>
<td><strong>Heavy Equipment Operator</strong></td>
</tr>
<tr>
<td><strong>Insulator</strong></td>
</tr>
<tr>
<td><strong>Iron Worker</strong></td>
</tr>
<tr>
<td><strong>Laborer/Helper</strong></td>
</tr>
<tr>
<td><strong>Lather/Plasterer</strong></td>
</tr>
<tr>
<td><strong>Light Equipment Operator</strong></td>
</tr>
<tr>
<td><strong>Mason</strong></td>
</tr>
<tr>
<td><strong>Metal Building Assembler</strong></td>
</tr>
<tr>
<td><strong>Millwright</strong></td>
</tr>
<tr>
<td><strong>Painter/Wall Covering Installer</strong></td>
</tr>
<tr>
<td><strong>Pipefitter</strong></td>
</tr>
<tr>
<td><strong>Plumber</strong></td>
</tr>
<tr>
<td><strong>Roofer</strong></td>
</tr>
<tr>
<td><strong>Sheet Metal Worker</strong></td>
</tr>
<tr>
<td><strong>Sprinkler Fitter</strong></td>
</tr>
<tr>
<td><strong>Terrazzo Worker</strong></td>
</tr>
<tr>
<td><strong>Tile Setter</strong></td>
</tr>
<tr>
<td><strong>Waterproofer/Caulker</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT C - WEATHER DAYS

1.1 In addition to the project scheduling requirements outlined in the Uniform General and Supplementary General Conditions for UT System Construction Contract (UGC), the requirements per UTMB Master Specifications, and those stipulated in the Owner-Contractor Agreement, the Contractor shall plan at least the following number of Weather Days for the corresponding institution in the construction schedule.

<table>
<thead>
<tr>
<th>Institution</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>UT Medical Branch at Galveston</td>
<td>5</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>5</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>UT Health Science Center at Houston and UT M.D. Anderson Cancer Center</td>
<td>5</td>
<td>4</td>
<td>4</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

1.2 A Weather Day is defined as a day with 0.10 inches of rainfall or more, and/or has a temperature at or below 32 degrees, and/or has a maximum sustained wind speed above 25 miles per hour (21.7 knots) as recorded at the project jobsite.

1.2.1 A Weather Day also includes any days with resulting effects from a weather day if the Contractor is prevented from continuing or resuming normal construction operations at the jobsite.

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

1.3.1 Weather Days shall be recorded as full calendar days.

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

1.4 Unused Weather Days shall not be accumulated from month to month, or reserved for future use.

1.5 The Contractor shall submit written notification to the Owner’s Designated Representative (ODR) of an actual Weather Day within 48 hours of the event.

1.6 The Contractor shall submit a written reconciliation to the ODR each month and compare actual Weather Days against the number of Weather Days listed in the table above.

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

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

UTS/OFPC03.02.09