# SECTION 5.3

## OWNER'S FRONT END DOCUMENTS

# TRINITY HOUSE REPURPOSING

## PROJECT ID #301-1251

- OWNER'S SPECIAL CONDITIONS (WITH ATTACHMENTS)
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- SECTION 10 14 16.11 CAST BRONZE DEDICATORY PLAQUE

**OWNER'S SPECIAL CONDITIONS**

**PART 1 - GENERAL**

1.1 PURPOSE

1.1.1 These Special Conditions are in addition to the requirements of the Uniform 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. For Construction Manager at Risk or Design-Build, the final version of the document shall be confirmed by the Owner, and included by the Construction Manager or Design-Build Contractor in the Guaranteed Maximum Price Proposal.

1.2 SEPARATE CONTRACT

1.2.1 As provided in the UGC, the Owner may award other contracts for other portions of the Project. Additional separate contracts may include, but are not limited to, commissioning, geotechnical, surveying services, furnishings procurement, furnishings installation, equipment installation, fire alarm certification, HVAC test and balance services, and construction materials testing.

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 the Dallas Area. Refer to "Attachment A."

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 Uniform General Conditions for University of Texas System Building Construction Contracts (UGC), all Sections of Division 1 - General Requirements, other applicable Sections of all Divisions of Specifications, and the Drawings are collectively applicable to this Section. In the event of conflict between specific requirements of the various documents, the more restrictive, the more extensive (i.e. more expensive) requirement shall govern.

1.4.1.1 Effective February 1, 2008, all references within the UGC to the Texas Workers Compensation Commission shall be revised to the Texas Department of Insurance, including all subsequent acronyms.

1.4.2 "Attachment A" (To Special Conditions): Prevailing Wage Rate Determination.

1.4.3 "Attachment B" (To Special Conditions): Project Sign.

1.4.4 "Attachment C" (To Special Conditions): Weather Days.

1.5 CRIMINAL BACKGROUND CHECKS

Responsibility for Individuals Performing Services; Criminal Background Checks**:** Each individual who is

assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a permitted subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Work, and (2) have an appropriate criminal background screening performed on all such individuals. Contractor shall determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide such services.

Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus, including:

1) Drug distribution activity or felony drug possession
2) Sexual offenses
3) Crimes of violence involving physical injury to another person
4) Child abuses, molestation or other crimes involving child endangerment
5) Murder
6) Kidnapping
7) Theft or embezzlement
8) Any crime involving moral turpitude

Contractor will update the List each time there is a change in the individuals assigned to perform the Work.

Prior to commencing performance of the Work under this Agreement, Contractor will provide University a letter signed by an authorized representative certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Work.

1.6 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 applicable laws. 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 project in violation of the immigration act then, in addition to other remedies or penalties prescribed by applicable laws, university may terminate this agreement. 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.

## PART 2 – PRODUCTS

2.1 OWNER'S SPECIAL CASH ALLOWANCES

2.1.1 A total Owner's Special Cash Allowance of $**0.00** shall be included in the Contractor's base proposal amount, to cover expenses identified below. The Contractor shall confirm the costs and inform the Owner at least 30 calendar days prior to purchase or payment. The Contractor shall be reimbursed

through a reduction in the scheduled Owner's Special Cash Allowance amount below in accordance with the UGC.

2.1.1.1 The Owner is exempt from paying for permits and fees to local government entities related to work on the Owner's property. There shall be no building permit required, no platting fees, and no local government inspection fees for permanent work on the Owner's property. The Owner is not exempt from permits and fee requirements for work in public rights-of-way or outside the boundaries of the Owner's property.

2.2 NOT USED

2.3 ANIMALS AND LIVESTOCK

2.3.1 Animals including, but not limited to, personal pets and livestock, are prohibited from the Project site, except assistance animals as defined by the Americans with Disabilities Act 28 CFR § 36.104 and Texas Human Resources Code, Title 8, Chapter 121.

2.3.2 Modifications and adjustments to the work environment will be considered by the Owner for contracted work force that require or utilize animal assistance to address limitations associated with a recognized disability. The Contractor shall submit the written request to the Owner's Designated Representative (ODR) and shall demonstrate appropriate monitoring measures for control in the Project Safety Plan.

2.4 TEMPORARY FIELD OFFICE STRUCTURES, FURNISHINGS, AND EQUIPMENT

2.4.1 Unless otherwise agreed to by the Owner, temporary field office(s) shall be provided and maintained for the duration of the construction phase (from Notice to Proceed until at least Substantial Completion) and removed only after concurrence from the Owner's Designated Representative.

2.4.2 Temporary field office(s) shall have adequate and safe entry, including steps with railings and landings or stoops as appropriate, and shall provide hard, non-slip surface walkways to connect the field office structures to one another and to site entry or exit.

2.4.3 The Contractor shall provide field office(s) and storage sheds/trailers/accommodations as necessary for the major subcontractors to adequately perform their respective work.

2.4.3.1 All storage sheds/trailers shall be secure and weather tight for the storage of tools and all materials, which may be damaged by the weather. All storage sheds floors shall be raised at least 6 inches above grade.

2.4.4 Contractor's Temporary Field Office:

2.4.4.1 The Contractor shall coordinate and direct the work of the Project from the Project site.

2.4.4.2 The Contractor shall provide and maintain at least one temporary field office that is adequately staffed, furnished, and equipped.

2.4.4.3 Conference areas shall include at least one primary area suitable for up to 15 persons to participate in Project progress and coordination meetings. The walls of this conference area are to serve as display surfaces for maintaining current project photos, color boards, prints of project schedules, work placement plans, etc.

2.5 PROJECT FENCING

2.5.1 The Contractor and Subcontractors shall confine their activities to the Project Site and in no way obstruct any other part of the campus or utilize any campus facilities for any purpose.

2.5.1.1 Upon mobilization, the Contractor shall build a substantial wire mesh fence at least 6 feet high with top rails as shown on the Site Plan, completely surrounding the site. Posts shall be placed not more than 8 feet apart and securely set in the ground. Wire mesh shall be tightly stretched over the supports and attached at the top rail.

2.5.1.2 The Project site fencing shall include Emergency Service and trucking gates in locations shown on the Site Plan. The gates shall be hung with heavy strap hinges and hasps for locking. Fences and gates shall be properly maintained until Substantial Completion, and only removed with concurrence from the Owner.

## 2.6 PROJECT SIGNAGE

2.6.1 The Contractor shall construct and erect one Project sign on the Project site in a location designated by the Owner. The sign shall be constructed as instructed by the Owner. Refer to Attachment "B."

2.6.2 The Contractor shall submit a ¼" = 1'-0" scale shop drawing of the sign, including all lettering, to the Owner for approval prior to installation. The sign shall remain the property of the Owner. Upon project completion, the Contractor shall remove the sign and deliver it to a location designated by the Owner.

2.6.3 Additional Contractor or Subcontractor signs or advertisements shall not be permitted without the Owner's written approval. Corporate logos and artwork are prohibited.

## 2.7 TEMPORARY PROJECT WATER

2.7.1 The Contractor shall provide temporary lines for all water required during the Project and shall make arrangements with the Owner's Utility Department for water service. This shall include all means of conveying and the necessary metering devices. In lieu of temporary connections, the Contractor may make permanent connections and such may serve for the construction period.

2.7.2 The Contractor shall pay all costs related to providing and installing temporary construction water, except water utility charges (Owner-provided).

## 2.8 TEMPORARY PROJECT POWER AND LIGHTING

2.8.1 The Contractor shall make arrangements with the Owner for temporary construction power. If power is available only through the Owner's system, the Contractor shall provide metering equipment and extend temporary power to the site, even if the monthly consumption is paid by the Owner. The Contractor may energize the permanent power system in the building only with prior written approval from the Owner. The Contractor shall provide adequate ground fault interruption (GFI) protection and a main disconnect panel at the point of connection to the Owner's system.

2.8.2 The Contractor shall provide adequate lighting about the site for security, inspections of excavations, and if night shift work occurs. The Contractor shall also provide adequate temporary interior lighting throughout the building enclosure to facilitate quality workmanship and appropriate inspection conditions.

2.8.3 The Contractor shall pay all costs related to providing and installing temporary construction power and lighting, except electric utility charges (Owner-provided).

## 2.9 TEMPORARY PROJECT MECHANICAL SERVICES

2.9.1 If temporary heat is required for the installation or protection of the work, the Contractor shall provide heating and proper ventilation in such a manner that no work shall be damaged.

2.9.2 After the mechanical equipment has been connected to the local chilled water and natural gas system,

the equipment may be operated by the Contractor to heat and cool the building if automatic controls have been activated to limit thermal usage as deemed acceptable to the Owner.

2.9.3 During operation of the mechanical equipment, prior to achieving Substantial Completion, the Contractor shall keep the mechanical equipment in good operating condition, properly maintained, including cleaning and changing of all filters. New, non-construction filters shall be installed prior to the Owner's acceptance of the mechanical equipment. The warranty period for the equipment shall start on the Substantial Completion date.

2.9.4 The Contractor shall pay for all costs related to temporary project mechanical services.

2.10 TEMPORARY PROJECT PARKING

2.10.1 If available, parking within the Project site shall be at the Contractor's discretion, however, at least two (2) marked dedicated parking spaces shall be provided for the Owner's Designated Representative and Construction Inspector at the Project site. Such parking will be available at no cost to the Contractor for company vehicles but will require permits, issued by the University Parking Department, for all company vehicles.

2.10.2 No employee/worker parking is provided by UTA, except at the job site with approximately twenty (20) spaces for the Contractor's staff and other subcontractor leadership and key individuals who are visitors for meetings at the job trailer conference space. Additional parking will be available in a designated location on campus for a fee. Employees of companies who park their personal vehicle in UTA parking facilities, or any property owned or controlled by UTA, to perform their duties are required to purchase a faculty/staff daily permit. For more information visit the University's Parking and Transportation Services website at https://www.uta.edu/pats/parking/visitor-parking.php.

2.10.3 Area street parking is not available and UTA as well as City of Arlington will be enforcing parking regulations diligently. It is therefore expected that Contractor will purchase permits for employees to park in a designated location on campus or negotiate with a private property such as a church, for parking of all the workers on the project, and provide a shuttle van or bus if necessary to expedite the logistics of having workers on site. Contractor is responsible for all workers and vehicles while they are on campus.

## PART 3 – EXECUTION

3.1 PROJECT PARTNERING

3.1.1 The Owner desires to create a cohesive team for this project, to include all primary parties. The Contractor and its primary Subcontractors shall join the Owner and the rest of the Project Team in project "Partnering" as a means of achieving success. The Partnering process is voluntary and the Owner and Contractor shall equally share all costs with no impact to the Construction Contract price. The results of the workshop are not legally binding, but do represent a commitment by the parties to work together cooperatively toward common goals.

3.2 CONTRACTOR SITE ACCESS AND LIMITS OF CONSTRUCTION

3.2.1 Prior to **any** site activity during Design Development phase on CM/DB projects, and prior to execution of the first GMP, the Contractor shall submit a draft Site Utilization Plan (1" = 30'-0" scale, or larger) showing proposed location of temporary fencing, lay down area, temporary trailers, stabilized construction entrance(s), cranes, signage, parking, temporary utilities, field offices, size and arrangement of spaces, site control points, and utility tie-in locations, dumpster, sidewalk and/or parking space closures, and truck routes in/out of site for Owner review and approval. The Plan must clearly show location and dimension of gates indicating proposed entry circulation and egress sufficient

for fire and other emergency vehicles. Give adequate consideration for safe and accessible pathway at perimeter of fencing, and provide signage indicating “Detour,” “Dead End,” or other messages as appropriate. The approved site utilization plan will be included in the documents that are the basis for the GMP.

3.2.2 All project personnel shall confine and limit their work and use of the Project site to those areas within the defined limits of construction. All public and university rules, laws, and requirements shall be obeyed and enforced by the Contractor. No tools, construction vehicles, or construction material shall be permitted beyond the Project site limits of construction.

3.2.3 All campus roads, drives, and fire lanes as well as all sidewalks and pedestrian routes, other than those specifically indicated to be in the Contractor's area of control, must be kept open at all times. The Contractor shall make advance preparations for, and obtain security clearance for, all significant material deliveries and truck traffic, cranes, concrete trucks, etc., through the campus to the project site.

## 3.3 ON-GOING CAMPUS OPERATIONS

3.3.1 The Project is surrounded by and/or adjacent to continuously functioning campus facilities, including academic and research efforts. The Contractor shall make every effort to avoid disruptions to ongoing campus activities and to maintain a safe environment for students, faculty, and staff in the areas adjacent to the project.

3.3.2 Campus utilities must not be interrupted except when scheduled and approved in advance by the Owner with appropriate campus technical staff.

3.3.3 Any necessary disruption of campus utilities must be scheduled at least five work days in advance through established procedures with campus technical staff. The Contractor shall not activate or de-activate any campus system, or component of any such system, without written direction from the Owner.

3.3.4 Equipment locations and timing or sequence of work operations shall be coordinated so as to not conflict with the Owner's continuing use of adjacent buildings and/or create any interference with scheduled meetings or events.

3.3.5 The use of the campus’ sanitary facilities by the Contractor, or any of the construction workers, is prohibited.

3.3.6 Preventable False Fire Alarms that occur during the execution of the work may be subject at the discretion of the Owner to a service charge of $1,500 per occurrence to be deducted from the CM/R’s or D/B’s construction phase fee. A Root Cause Analysis (RCA) shall be prepared and used to determine the cause of the alarm and the service charge will be assessed when the findings indicate the alarm was preventable and directly attributable to actions or inaction of the CM/R/Contractor or the subcontract workforce under their direction.

## 3.4 CONTRACTOR’S RESPONSIBILITY OF THE PROJECT WORKFORCE

3.4.1 The Contractor is responsible for the actions of the entire Project workforce, including subcontractors' and suppliers' employees, whenever they are on the campus. Responsibilities may include identification badges for workers, busing of workers from remote parking lot(s), written and verbal reminders to workforce of appropriate behavior and avoidance of campus facilities. Established access and egress routes for vehicular and pedestrian traffic are required, as a minimum, in order to maintain control of the work force.

3.4.1.1 Failure to obtain parking permits, or traffic violations while on campus may lead to cancellation of any Owner provided parking.

3.4.1.2 The Contractor shall demonstrate the plan for controlling the workforce at all times, while on campus. Unacceptable behavior on the part of a worker anywhere on campus, including parking lots, the Project site, and the accessing route(s) through the site through the campus shall be the responsibility of the Contractor.

3.4.1.2.1 Harassment of any person, whether student, faculty, staff, or visitor to the campus, is strictly forbidden. Harassment includes any action such as jeering, whistling, calling-out, staring, snickering, making rude or questionable comments, or similar behavior. Identifiable offending worker(s) shall be permanently removed from the Project.

## 3.5 PROJECT SECURITY

3.5.1 The Contractor is responsible for security of the Project, including site access and exiting. Campus police will not provide security for the Contractor's (or subcontractor's) areas or personnel.

3.5.1.1 The Contractor may employ unarmed security personnel for the Project.

3.5.1.2 The Contractor shall provide a full-time site access monitoring system for the duration of the project

3.5.1.3 Canine and other forms of animal security and enforcement are prohibited on the Project site.

3.5.1.4 The Owner may reduce or withhold payment to the Contractor, if deemed necessary, until adequate Project security is in place.

## 3.6 PROTECTION OF WORK

3.6.1 The Contractor and every Subcontractor shall properly and effectively protect all materials and equipment furnished during and after installation. Building materials, contractor's equipment, etc., may be stored on the premises, but the placing of it shall be within the construction fence. When any room in the building is used as a shop, storeroom, etc., the Contractor shall be held responsible for any repairs, patching, and cleaning arising from such use. The Contractor shall protect and be responsible for any damage to its work or material, from the date of the agreement until the final payment is made, and shall make good without cost to the Owner, any damage or loss that may occur during this period. All material affected by weather shall be covered and protected to keep free from damage while being transported to the site and while stored on the site.

3.6.1.1 During the execution of the Work, open ends of all piping, conduit, ductwork, and all openings in equipment shall be capped and sealed prior to completion of final connections, so as to prevent the entrance of foreign matter.

3.6.1.2 All heating, ventilating, plumbing, and electrical equipment shall be protected during the execution of the Work.

3.6.1.3 All plumbing fixtures shall be protected and covered so that no one can use them. All drains shall be covered until placed in service to prevent the entrance of foreign matter.

3.6.1.4 Trees and shrubs, within the Project site assigned to be saved and maintained, shall be protected by the Contractor with strong open slat fences at least six (6) feet high, completely surrounding the perimeter of the drip line, maintained in sound condition until permission is given for removal. The Contractor shall not remove, cut, or trim any trees or shrubs without

the Owner's written approval, unless specifically identified to be removed on the Construction Documents.

3.7 PROJECT SURVEYING

3.7.1 The Contractor shall employ an experienced and competent licensed Professional Surveyor to establish at least three separate permanent benchmarks and shall maintain easy access during the progress of the Work, in order to determine and verify the lines and grades. As the Work progresses, the Contractor shall establish additional and easily accessible benchmarks at each level referenced to first floor finish floor line.

3.7.1.1 Level or Transit: The Contractor shall maintain an accurate level or transit at the site at all times. This instrument shall be used to verify lines, grades, etc., and shall be available at all times for use by the Architect/Engineer and the Owner. A level shall be used to layout all work and shall be used by operators skilled in its use.

3.7.1.2 The Contractor shall erect and maintain substantial and braced batter boards at all corners of structures, set their location to provide proper working clearance and verify that they are level and at the proper grade.

3.7.1.3 As the Work progresses, the Contractor shall lay out partitions on the floor in exact locations as a guide to all contractors and trades.

3.7.1.4 Before ordering any materials or doing any work, the Contractor shall verify and be responsible for the correctness of all measurements. No extra charge or compensation shall be allowed on account of difference between actual dimensions and the measurements indicated on the Drawings. Any differences, which may be found, shall be submitted to the Architect/Engineer for consideration before proceeding with the Work.

3.8 TEMPORARY SHORING

3.8.1 All temporary shoring required for the installation of work shall be included in this Contract and the Contractor shall assume all responsibility for this work and make good any damage caused by improper supports or failure of shoring in any respect. Any provisions that are installed to assure the stability of adjacent structures, trees, roadways, or infrastructure, shall be in accordance with engineered plans (provided by the Contractor).

3.9 CUTTING AND PATCHING OF SLEEVES

3.9.1 The Contractor shall consult with the Project Architect/Engineer prior to the commencement of any cutting and/or patching of sleeves, holes, or openings in the execution of the work.

3.9.1.1 Excessive cutting of the structure that is not shown in the contract documents shall not be permitted, nor shall any piers or other structural members be cut without the written approval of the Project Architect/Engineer. After such work has been installed, the Contractor shall carefully fit around, close up, repair, patch, and point-up as directed by the Project Architect/Engineer.

3.9.1.2 All cutting and patching of sleeves shall be done carefully, with proper tools by qualified workers, at no additional cost to the Owner. The Contractor or Subcontractor shall build into the work, as indicated on the plans and/or specifications, any and all items furnished by others. Cutting and repairing of work in place, as a result of negligence by the Contractor, shall be completed at no cost to the Owner.

3.9.1.3 The work performed within each section of the Specifications, unless otherwise indicated in the plans and/or specifications, includes all cutting, patching, and digging for work in that trade section required for proper accommodations of work of other trades. Execute such work with competent workers skilled in trade required for restoration.

3.9.1.4 The Contractor shall provide sleeves for all service lines, including piping, ductwork, and conduit covered in their scope of work, which may pass through walls, roof, or floors.

3.10 HAZARDOUS MATERIAL ABATEMENT - Intentionally Omitted

3.11 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK

3.11.1 The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

3.11.2 The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished, or added to the Project.

3.11.3 The Contractor shall take whatever measures necessary to ensure that all employees, suppliers, fabricators, material handlers, subcontractors, or their assigns, comply with this requirement.

3.11.4 All materials used on this Project shall be certified as non-Asbestos Containing Building Materials (ACBM). The Contractor shall ensure compliance with the following acts from all Subcontractors:

3.11.4.1 Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7))

3.11.4.2 National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos

3.11.4.3 Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection)

**3.11.5 The Contractor shall provide a notarized statement from all subcontractors that no ACBM has been used, provided, installed, furnished, added to, or left on the Project.**

3.11.6 The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of State Health Services licensed inspector. The contractor shall provide a person appropriately licensed in accordance with the provisions of the Texas Administration Code, Title 25, Part 1, Ch. 295C, and compile the information from the material safety data sheets of all products used in the construction or renovation, and finding no asbestos in any of those products, prepare a signed written certification that he has reviewed the MSDSs for all products used in the construction and that none of those products contain ACBM and; therefore, the building materials do not contain asbestos.

3.11.7 At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.

## PART 4 – SUBSTANTIAL COMPLETION

4.1 ELECTRONIC O&M MANUALS & RECORD DOCUMENTS

4.1.1 Prior to Requesting Substantial Completion, and as a prerequisite thereto, and prior to submitting Application for Payment including release of any sums held as retainage, and in lieu of the following requirement in UGC 6.2.5 to:

4.1.1.1 *"…provide one (1) reproducible copy and one (1) electronic media copy in a format acceptable to the ODR of all Record Documents, unless otherwise required by the Owner's Special Conditions"*

4.1.1.2 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.

4.1.2 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.

4.1.3 All documents shall be uploaded to project management software platform and become part of the overall project archive. All documents shall be provided in 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.

4.1.4 Proper labeling must appear on thumb drive to include the Owner's Name (Institution), Project No & Title, Contents of thumb drive (O&M Record Documents DIV 1- 33), the Sequence Number of the drive if part of a multi-drive set (i.e. Drive 1 of 3) and the Archive Date.

4.1.5 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 Facilities Management (FM) to review for conformance to format and file structure as stated herein. Upon acceptance by Project AE and FM, provide **(3) three** sets of thumb drives.

4.1.6 This requirement in no way modifies or alters other requirements of UGC 6.2.1 through 6.2.4 or in any way diminishes contractor's responsibility therein defined regarding the requirements prior to requesting Substantial Completion.

END OF OWNER'S SPECIAL CONDITIONS

## ATTACHMENT "A"

## (to Owner's Special Conditions)

## PREVAILING 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 Conditions
for University of Texas System Building Construction Contracts

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.

## ATTACHMENT A

**PREVAILING WAGE DETERMINATION**
**DALLAS AREA**

**The University of Texas System**
**Office of Facilities Planning and Construction**
**Date: May 27, 2016**
**Construction Type: Building**
**Area: Dallas**

| Building Construction Trade Classification | Prevailing Wage Rate |
|---|---|
| Carpenter | $15.00 |
| Concrete Finisher | $16.00 |
| Drywall / Ceiling Installer | $15.50 |
| Electrician | $17.00 |
| Elevator Mechanic | $28.50 |
| Fire Proofing Installer | $16.71 |
| Flooring Installer | $15.00 |
| Glazier | $21.25 |
| Heavy Equipment Operator | $16.00 |
| Ironworker | $15.00 |
| Laborer | $11.00 |
| Light Equipment Operator / Driver | $15.00 |
| Mason / Bricklayer | $19.50 |
| Painter | $13.50 |
| Pipefitter | $21.37 |
| Piping / Ductwork Insulator | $15.50 |
| Plumber | $17.63 |
| Roofer | $15.00 |
| Sheetmetal Worker | $18.78 |
| Sprinkler Fitter | $23.53 |
| Tile Setter | NA |
| Waterproofer | $15.50 |

**Notes:**

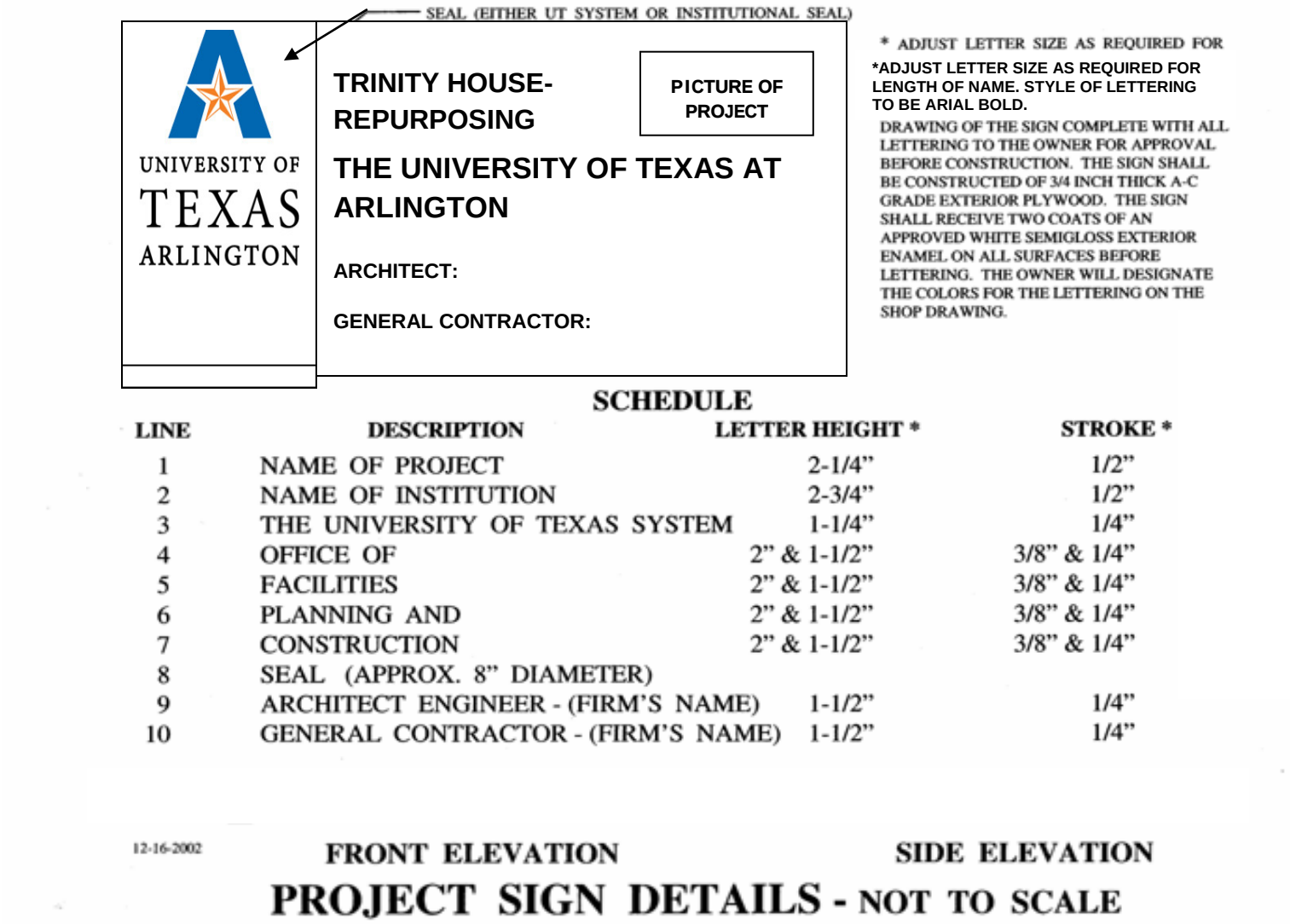
1. Wages shown are for entry level, minimum wages for each classification and do not include fringe benefits.

2. 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.

3. 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.

***ATTACHMENT "B"***
**(to Owner's Special Conditions)**

**PROJECT SIGN WITH INSTITUTIONAL LOGO**




**SCHEDULE**

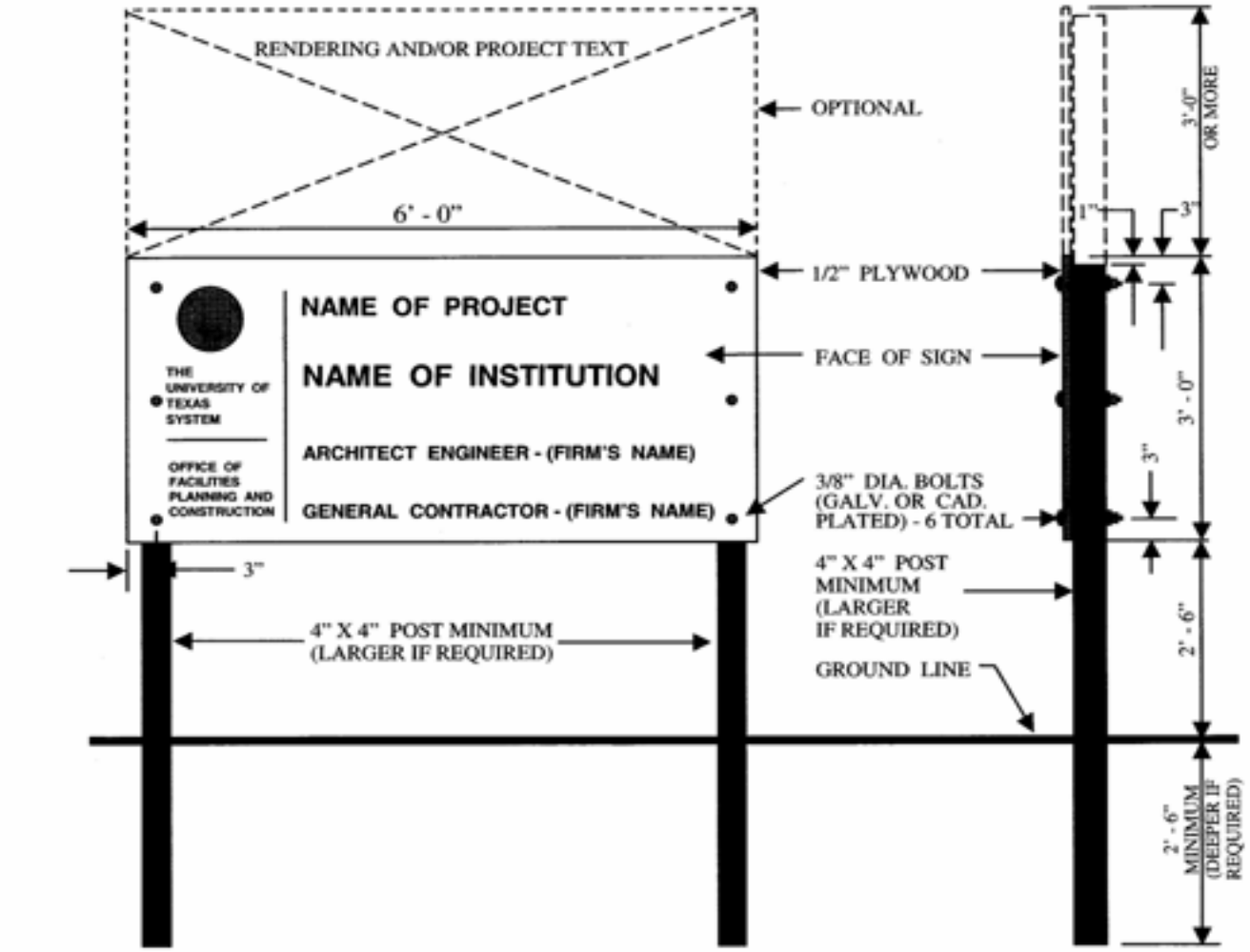
| LINE | DESCRIPTION | LETTER HEIGHT * | STROKE * |
|---|---|---|---|
| 1 | NAME OF PROJECT | 2-1/4" | 1/2" |
| 2 | NAME OF INSTITUTION | 2-3/4" | 1/2" |
| 3 | THE UNIVERSITY OF TEXAS SYSTEM | 1-1/4" | 1/4" |
| 4 | OFFICE OF | 2" & 1-1/2" | 3/8" & 1/4" |
| 5 | FACILITIES | 2" & 1-1/2" | 3/8" & 1/4" |
| 6 | PLANNING AND | 2" & 1-1/2" | 3/8" & 1/4" |
| 7 | CONSTRUCTION | 2" & 1-1/2" | 3/8" & 1/4" |
| 8 | SEAL (APPROX. 8" DIAMETER) | | |
| 9 | ARCHITECT ENGINEER - (FIRM'S NAME) | 1-1/2" | 1/4" |
| 10 | GENERAL CONTRACTOR - (FIRM'S NAME) | 1-1/2" | 1/4" |

12-16-2002

**FRONT ELEVATION** **SIDE ELEVATION**

**PROJECT SIGN DETAILS - NOT TO SCALE**

ATTACHMENT "C" (Page 2 of 2)
(To Special Conditions)




12-16-2002

**FRONT ELEVATION** **SIDE ELEVATION**

# PROJECT SIGN DETAILS - NOT TO SCALE

## ATTACHMENT "C"

## (to Owner's Special Conditions)

## WEATHER DAYS

C1.1 In addition to the project scheduling requirements outlined in the Uniform General Conditions for UT System Construction Contract (UGC), the minimum Total Float required per specification section 01 32 00 - PROJECT PLANNING AND SCHEDULING, and those stipulated in the Owner-Contractor Agreement, the Contractor shall plan for at least the following number of Weather Days for the corresponding institution in the construction schedule.

| **Weather Days** (Calendar Days) | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Institution** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** |
| UT Arlington, UT Dallas, and UT Southwestern Medical Center Dallas | 6 | 4 | 4 | 3 | 4 | 4 | 1 | 1 | 2 | 3 | 2 | 4 |
| UT Austin | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 3 | 4 | 5 | 4 | 4 |
| UT San Antonio and UT Health Science Center San Antonio | 4 | 4 | 4 | 4 | 4 | 3 | 4 | 2 | 4 | 4 | 4 | 4 |
| UT Tyler and UT Health Science Center Tyler | 6 | 4 | 5 | 4 | 5 | 5 | 3 | 3 | 3 | 5 | 4 | 5 |
| UT Rio Grande Valley | 2 | 2 | 2 | 2 | 3 | 3 | 3 | 3 | 5 | 3 | 2 | 3 |
| UT Medical Branch Galveston | 4 | 4 | 4 | 3 | 3 | 4 | 6 | 5 | 5 | 4 | 4 | 5 |
| UT Health Science Center Houston and UT M.D. Anderson Cancer Center | 3 | 3 | 3 | 2 | 2 | 3 | 5 | 4 | 6 | 6 | 6 | 5 |
| UT El Paso | 1 | 1 | 1 | 1 | 1 | 2 | 4 | 5 | 3 | 1 | 1 | 3 |
| UT Permian Basin | 3 | 3 | 2 | 2 | 2 | 3 | 4 | 3 | 4 | 2 | 2 | 3 |

*Note: see F:\users\OFPC\PMSS\Project Improvements\Improvement stuff\Owners Spec Conditions Updates\Weather Days\Climatological Data & Update Instructions.xlsx for methodology on derivation of anticipated weather days.*

C1.2 A Weather Day, as defined in UGC 9.6.2.1, is further defined as a day with 0.25 inches of rainfall or more, and/or has an average temperature at or below 32 degrees, and/or has a sustained wind speed (average of observed values over a two minute period) above 25 miles per hour (21.7 knots) as recorded at the project jobsite.

C1.3 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.

C1.3.1 Weather Days shall be recorded as full calendar days.

C1.3.2 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).

C1.4 The Contractor shall submit written notification to the Owner's Designated Representative (ODR) of an actual Weather Day within two (2) business days of the event. The written notification must contain the same amount of information as that shown on the attached Exhibit 1 to Attachment "C" - Monthly Documentation of Adverse Weather form. An editable version of this form is available (not mandatory) for use from the ODR.

C1.5 The Contractor may be granted a contract time extension due to weather only when 1) actual weather days exceed the number of weather days for the month 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.

C1.5.1 Time extensions for Weather Days are non-compensatory per Articles 9 and 11 of the UGC for delay of, and extension of time requirements.

**EXHIBIT 1 TO ATTACHMENT "C"**
**(to Owner's Special Conditions)**

**MONTHLY DOCUMENTATION OF ADVERSE WEATHER**

Month of: _____ Project Number & Name: _____

Date Submitted: _____ Contractor: _____

ATTACH DOCUMENTATION FOR JUSTIFICATION OF TIME EXTENSION, OR USE OF SCHEDULE FLOAT, BY DEMOSTRATING THE DELAY OF CRITICAL PATH ACTIVITIES

| DATE | DAY | WEATHER EVENT | CRITICAL PATH WORK ACTIVITY DELAYED | ODR INITIALS |
|---|---|---|---|---|
| (mm/dd/yy) | (Su,M,T,W,Th,F,S) | (rain >.5", <32deg, wind>37mph) | (example: CPM Activity "D1330 Drilled Piers" stopped work at 1:15 PM due to heavy rain) | |
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Number of Days this Month: _____ Contractors Signature:_____

Less Expected Days Per OSC "Exh. C": _____ Printed Name: _____

Days Requested: _____

## SECTION 00 73 16 - PROJECT INSURANCE REQUIREMENTS

## PART 1 - GENERAL

1.1. DEFINTIONS

1.1.1. The term “OCIP”, as used throughout the Contract documents, shall refer to the Owner Controlled Insurance Program.

1.1.2. The term “OCIP Administrator”, as used throughout the Contract documents, shall refer to those employees of the firm that acts as the Owner’s Insurance broker whose duties include, but are not limited to, confirming Contractor and Subcontractor enrollments, tracking monthly payroll reports, ordering final payroll audits, and reporting program costs to the Owner.

1.1.3. The term “OCIP Loss Control Representative”, as used throughout the Contract documents, shall refer to those employees and representatives of the firm that acts as the Owner’s Insurance broker who conduct Project site safety services, track insurance claims, and issue reports concerning Contractor management of safety and insurance claims.

1.1.4. The term “MWrap”, as used throughout the Contract documents, shall refer to the OCIP Administrator’s online portal which shall be utilized by Contractor and all enrolled Subcontractors to submit documentation relative to the OCIP.

1.2. PURPOSE

1.2.1. The purpose is to have one (1) major insurance program in place to address those risks associated with Workers' Compensation and Employer's Liability, and General Liability which will exist on the Owner's property during construction. The Owner expects the majority of employers performing construction work under this Contract to enroll in the OCIP.

1.2.2. The Owner shall provide, at its own expense, specific insurance policies and coverage for the Contractor and for all enrolled Subcontractors on the Project, as described in Article 2.1 and 2.2 of this Section.

1.2.3. The Contractor and all enrolled Subcontractors shall provide all other insurance coverages, including those described in Articles 2.3 in this Section and as necessary or required to address all other risks for the Project.

1.2.4. **The Contractor and all enrolled Subcontractors shall disregard those Articles of the Uniform General Conditions for University of Texas Building Construction Contracts (UGC) which are in conflict with this Section and shall recognize and agree to the requirements described in this Section.**

1.2.5. **The Subcontractors and all other parties to the Contract that are not enrolled shall furnish proof of insurance in accord with the UGC.**

1.3. RELATED DOCUMENTS

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

1.3.1.1. Current Edition of the Uniform General Conditions for University of Texas Building Construction Contracts (UGC).

1.3.1.2. Owner’s Special Conditions and 01 35 23 Project Safety Requirements

**PART 2 – PRODUCTS**

2.1 INSURANCE COVERAGE FURNISHED BY OWNER (OCIP): The following insurance shall be furnished to the Contractor and all enrolled Subcontractors in separately issued coverage. A copy of the Project Insurance Manual is provided as Attachment A.

2.1.1 Workers' Compensation and Employer's Liability

2.1.1.1 Carrier and contact information as provided in the Project Insurance Manual.

2.1.1.2 Policies will be issued on an annual basis until project substantial completion.

2.1.1.3 Coverage A - Statutory Benefits: Liability imposed by the Workers' Compensation and/or Occupational Disease statute of the State of Texas and any other State or governmental authority having jurisdiction over or related to the work performed on the Project.

2.1.1.4 Coverage B - Employer's Liability Limits:

2.1.1.4.1 $1,000,000.00 bodily injury per accident/employee;

2.1.1.4.2 $1,000,000.00 bodily injury per disease/employee;

2.1.1.4.3 $1,000,000.00 policy limit by disease.

2.1.1.5 Extensions of Coverage

2.1.1.5.1 Other States Endorsement(s)

2.1.1.5.2 Voluntary Compensation, if exposure exists may be added

2.1.1.5.3 United States Longshoreman's & Harborworker's Act, may be added if needed

2.1.1.5.4 Ninety (90) day Notice of Cancellation from the Insurance Provider, except 10 days for non-payment of premium

2.1.1.5.5 Amendment of Notice of Occurrence

2.1.2 Commercial General Liability (Primary and Excess)

2.1.2.1 Carrier and contact information as provided in the Project Insurance Manual.

2.1.2.2 Certificates of Insurance will be issued naming each Contractor as a named insured upon enrollment.

2.1.2.3 Limits:

2.1.2.3.1 $2,000,000.00 Each Occurrence/all insured

2.1.2.3.2 $2,000,000.00 Personal Injury and Advertising Injury limit

2.1.2.3.3 $5,000,000.00 Completed Operations aggregate/all insured

2.1.2.3.4 $5,000,000.00 General Aggregate/all insured (Annual Aggregate Per Project)

2.1.2.3.5 $10,000.00 Medical Expense Limit

2.1.2.3.6 $250,000.00 Fire Legal Liability

2.1.2.4 Policy Form:

2.1.2.4.1 Insurance Service Office "Occurrence" form – CG 00 01 (12/07)

2.1.2.5 Extensions of Coverage:

2.1.2.5.1 Incidental Medical Malpractice Liability

2.1.2.5.2 Completed Operations Liability coverage for a period of ten (10) years after substantial completion notification by the Owner.

2.1.2.5.3 Waiver of Subrogation Endorsement, if required by written contract

2.1.2.5.4 Ninety (90) day Notice of Cancellation from the Insurance Provider, except 10 days for non-payment of premium

2.1.2.5.5 Engineers, Architects or Surveyors Professional Liability Exclusions

2.1.2.5.6 Extended Ongoing Operations coverage for repair work for a period of two (2) years after Substantial Completion.

2.1.2.6 Excess Liability Coverage:

2.1.2.6.1 As following form over Employer's Liability and Commercial General Liability, $100,000,000.00 of excess insurance has been obtained by the

Owner for the benefit of the Owner, Contractor and all enrolled Subcontractors of every tier.

2.1.2.6.2 Carrier and contact information as provided in the Project Insurance Manual

2.1.3 Deductible:

2.1.3.1 Insurance policy deductibles under the OCIP program are paid by the Owner

2.1.3.2 Issue of Certificates:

2.1.3.2.1 The OCIP Administrator and/or Insurance Carriers will issue separate Certificates of Insurance for Workers' Compensation, Comprehensive General Liability and Excess Liability to the Contractor and each enrolled Subcontractor. Copies of holder policies will be issued following receipt of written request from the OCIP Certificate holders to the OCIP Administrator and copied to the ODR.

2.2 INSURANCE COVERAGE FURNISHED BY OWNER (BUILDER'S RISK) - COVERAGE AND DEDUCTIBLE DESCRIPTION:

2.2.1 The Owner intends to provide builder's risk insurance for this project. Refer to the Agreement for additional information (Art. 17 in the CM & DB Agreements and Art. 11 in the CSP Agreement).

2.2.2 The Contractor and all subcontractors shall disregard Article 5.2.2.1.5 through 5.2.2.1.5.10 and 10.5.2 of the Uniform General Conditions for UT System Construction Projects (UGC) and shall recognize and agree to the requirements described in this Section.

2.2.3 Owner will purchase and maintain in force builder's risk insurance on the Work. The insurance will apply on a replacement cost basis with no coinsurance provision.

2.2.4 This insurance will name as insureds the Owner, the Contractor, and all subcontractors and sub-subcontractors in the Work but only to the extent of their financial interest in the Work.

2.2.5 Builder's risk insurance will be on an "all risk" or equivalent policy form and will include insurance against fire and extended coverage perils, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, boiler and machinery/mechanical breakdown, testing and startup, and terrorism.

2.2.6 The builder's risk insurance will be specific as to coverage and will be primary to any permanent insurance or self-insurance that may be maintained on the property by Owner.

2.2.7 The builder's risk insurance will include a waiver of subrogation in favor of Owner, the Contractor, and all subcontractors and sub-subcontractors in the work.

2.2.8 Upon request, Owner will provide to Contractor a certificate of insurance that provides evidence of builder's risk insurance.

2.2.9 In the event of an insured loss caused by the action or inaction of Contractor, any subcontractor or sub-subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, Contractor will be responsible for, and reimburse to Owner, any applicable deductible under the builder's risk insurance policy, which may be up to $50,000. Any costs associated with Contractor's responsibility for the applicable deductible will not be considered cost of Work.

2.2.10 Any loss insured under Owner's builder's risk insurance will be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear. Contractor shall track and submit all claim expenses on a time and materials basis unless previously agreed to in writing by Owner. Any mark-up expenses included as part of the claim expenses will be subject to the percentage maximums specified in the initial agreement. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in a similar manner. Contractor will be required to provide a Release of Lien to Owner for any insurance proceeds received by the Contractor.

2.2.11 Owner's builder's risk insurance will not cover Contractor's, Subcontractors' and Sub-subcontractors' construction machinery, equipment and tools used in the performance of the work. It will be the Contractor's, Subcontractors' and Sub-subcontractors' responsibility to insure their construction machinery, equipment and tools. Contractors, Subcontractors and Sub-subcontractors shall waive all rights of subrogation and recovery against and in favor of Owner for any loss, claim or expense, including, but not limited to, partial or total damage or theft.

2.2.12 Contractor shall assist Owner in obtaining and maintaining builder's risk insurance by providing, in a timely manner, project-related information required by an insurance carrier when requested by the Owner or the Owner's insurance broker.

2.2.13 Contractor, in coordination with University project manager, must report every claim within twenty-four (24) hours, or no later than the close of business on the next business day, after discovery of a loss or potential loss in accordance with the Builder's Risk Claims Guide, which will be provided once coverage for the Project is bound. Failure to immediately report a loss or potential loss may result in the issuance of a reservation of rights letter by insurers which could prejudice any potential insurance related recovery. Contractor may be liable for any damages that are not covered by insurance due to late notice of a loss or potential loss.

2.3 INSURANCE POLICIES AND AMOUNTS OF COVERAGE FURNISHED BY CONTRACTOR AND ENROLLED SUBCONTRACTORS: All Project insurance not identified in Article 2.1 and 2.2 above shall be provided by the Contractor and all enrolled Subcontractors to meet or exceed terms and amounts of coverage as per requirements of the UGC. Liability coverages shall include the following (as applicable to the Work):

2.3.1 Business Automobile Liability Owned/Leased

2.3.2 Equipment (covering total value of owned/rented equipment)

2.3.3 Workers' Compensation/Employers' Liability (for work not covered by the OCIP program)

2.3.4 General Liability (**Off Site Only**)

2.3.5 Professional Liability Insurance (Errors and Omissions)

2.3.5.1 In the event any Contract specifications require a contractor to provide professional services, such as, but not limited to, architectural, engineering, construction management, surveying, design, etc., a Certificate of Insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than $1,000,000.00. Any material change in limits, coverage or loss of aggregate limit due to outstanding claims must be reported to the Owner within thirty (30) days of any such event.

2.3.6 Aviation Insurance - $10,000,000.00 (as applicable)

2.3.6.1 In the event any fixed-wing or rotary aircraft are used in connection with this Agreement and/or in the execution of the work, a minimum of $10,000,000 of Aviation Liability Insurance must be maintained with the following requirements: The Owner must be named as an "additional insured" and a waiver of hull damage must be provided in favor of the Owner.

2.3.6.2 If any aircraft is to be used to perform lifts at the Project site, a "slung cargo" endorsement must be included to cover the full replacement value of any equipment or material being lifted. All such lifts must be coordinated with the Owner for approval prior to lift execution.

2.3.7 Environmental and Asbestos Abatement Insurance - $5,000,000.00 per claim (as applicable)

2.3.7.1 If this Agreement involves environmentally sensitive operations (such as the removal of asbestos, the removal/replacement of underground tanks or operations involving toxic chemicals, heavy metals and/or carcinogenic substances), the Contractor and/or involved Subcontractors shall submit proof of full coverage for such exposures subject requirements and obtain approval of the Owner prior to commencement of such operations. Subcontractors that are directly and actively involved in the performance of work associated with environmentally sensitive operations will be excluded from the OCIP. If Environmental Coverage is written on a Claims Made basis, five years Completed Operations shall be included.

2.3.8 Maritime Insurance - Hull, Protection and Indemnity (including crew) - $10,000,000.00 (as applicable)

2.3.8.1 In the event any watercraft is used in connection with the Project, the Contractor and/or involved Subcontractor shall submit proof of a “Hull and Protection and Indemnity Policy”. The amount of insurance on the Hull shall be sufficient to cover the watercraft, its equipment and all additional equipment aboard during the time it is in use on the Project. Protection and Indemnity shall have limits of liability of no less than $10,000,000.00 including coverage of the construction activity for which the watercraft is used. Master and Crew coverage shall include General Maritime Liability, Jones Act and Wages, Transportation, Maintenance and Care.

2.3.9 Waiver of Subrogation

2.3.9.1 To meet the requirements of Article 2.3, all policies shall contain a Waiver of Subrogation in favor of the Board of Regents of The University of Texas System, their respective agents, consultants, servants and employees of each and all other indemnities.

2.3.10 Names of Additional Insured

2.3.10.1 To meet the requirements of Article 2.3, for each of the preceding coverages, excepting Workers Compensation, all policies shall endorse the Board of Regents of The University of Texas System, its respective agents, consultants, servants and employees of each and all other indemnities as "Additional Insured".

2.3.11 Waiver of Property Damage and Right of Recovery

2.3.11.1 To meet the requirements of the UGC, all policies shall contain written agreement to waive the Contractor’s and each enrolled Subcontractor’s right for recovery of physical damage or loss to their respective properties against each other for damages, losses or claims arising out of or in connection with this Project and this Contract. This written waiver shall also extend to the benefit of the Board of Regents of The University of Texas System, its respective agents, consultants, servants and employees. This waiver of the right of recovery for property damage shall be binding upon any property (real or personal), builders risk, automobile, aircraft, watercraft, tools or equipment insurer as respects any subrogation rights that such insurer may possess by virtue of any payments of damage or loss.

## 2.4 CONTRACTOR ASSURANCE OF SAVINGS

2.4.1 The Contractor and all enrolled Subcontractors shall agree, warrant, and represent that any proposal(s) for Construction services exclude all costs associated with Owner furnished insurance coverage as specified in Article 2.1 and 2.2 of this Section.

2.4.2 The Contractor and all enrolled Subcontractors shall agree to be subject to audits for payroll, work hours and insurance costs by the respective insurance companies providing coverage under the OCIP. The purpose of such audits is to validate insurance premiums and compare wages and other OCIP costs. The Contractor and all Subcontractors shall agree to furnish payroll and other information in the forms and formats as requested by the OCIP Administrator in the ROCIP Project Insurance Manual and as required via MWrap. Further, the Contractor and all Subcontractors agree to cooperate fully with any and all audits by supplying the required information in the manner required and as expeditiously as possible. If proprietary information is involved, the Contractor and all enrolled Subcontractors will be allowed to guard the material while it is being reviewed by the Owner or any of its agents.

2.4.3 The Contractor and enrolled Subcontractors agree, warrant, and represent that all Changes to the Contract as described in the UGC, shall exclude any cost for the insurance provided by the OCIP.

2.5 EXCLUSION FROM OCIP ENROLLMENT: Prior to commencement of any work at the Project site and until completion and acceptance of Work, Subcontractors that are allowed by the Owner to be excluded from enrollment in the OCIP shall maintain, at their sole expense, insurance coverage as per the UGC and Article 2.3 of this Section.

2.5.1 Automatic Exclusion

2.5.1.1 Temporary workforce agencies (unless approved per Article 3.1.5), consultants, vendors, suppliers, material dealers, and delivery service companies shall not be considered as a Contractor or Subcontractor and therefore shall be automatically excluded from enrollment in the OCIP. The Contractor shall confirm that the companies in these categories produce copies of proof of proper insurance for the risk exposures that each one will create or experience while on the Project.

2.5.1.2 Subcontractors performing environmentally sensitive or highly hazardous work will be required to furnish proof of special coverage in adequate amounts for Aviation Insurance, Environmental and Asbestos Abatement Insurance, Maritime Insurance and any other policies of such nature.

2.5.1.2.1 Before performing any work, the Subcontractor shall provide to the Contractor and the OCIP Administrator, a Certificate of Insurance that matches the requirements described in the UGC and 2.3 above.

2.5.1.3 Excluded Subcontractor(s) shall adhere to all project safety requirements and take all necessary precautions to protect all other persons in the vicinity from the risk exposures that the excluded Subcontractor may create while performing work on the Project.

2.5.2 Discretionary Exclusion

2.5.2.1 The Contractor may issue a written request on behalf of a Subcontractor of any tier for a discretionary exclusion from enrollment in the OCIP. To be considered, the Subcontractor must be bound to a scope of Work that anticipates a total labor value of less than $5,000.00. A Certificate of Insurance with coverage amounts and language as required by the UGC and 2.3 above shall be furnished to the OCIP Administrator. The OCIP Administrator, in concurrence with the ODR, will review issues such as prior enrollment, scope of work and associated risk. Based on this evaluation, exclusion may or may not be granted.

2.5.3 Excluded Subcontractors

2.5.3.1 Excluded Subcontractors shall submit Certificates of Insurance for Owner acceptance for adequacy of protection and for the satisfactory character of the Insurer prior to performing any work on the Project. Each Certificate must have a thirty (30) day prior written notice of cancellation showing the Board of Regents of The University of Texas System as the Certificate Holder.

2.5.3.2 In the event of failure of the excluded Subcontractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner and/or Contractor shall have the right to take out and maintain coverage for all parties on behalf of the excluded Subcontractor who agrees to furnish all necessary information to bind such coverage and to allow deduction for the cost thereof immediately upon presentation of an invoice.

2.6 GOVERNING CONDITIONS

2.6.1 The Owner's payment of premiums for the insurance described in this section shall in no way be interpreted as relieving the Contractor and/or any enrolled Subcontractor of any responsibility of liability under this agreement.

2.6.2 The amount and types of insurance coverage required herein shall not be construed to be a limitation of liability on the part of the Contractor or any of its Subcontractors.

2.7 ELECTIVE INSURANCE FURNISHED BY A CONTRACTOR

2.7.1 The Contractor and any enrolled Subcontractor may elect to maintain a supplementary insurance policy(s) to extend the coverage terms and/ or conditions that are described in this Section. The cost of any policy(s) shall be at the sole expense of the contractor, and shall not be reimbursed by the Owner.

## PART 3 – EXECUTION

### 3.1 OCIP ENROLLMENT PROCESS

3.1.1 The Contractor shall provide all subcontractors with the information in this Project Insurance Requirements, not later than the 10th day before the Contractor enters into a contract with the subcontractor. The Contractor shall provide written acknowledgement from each subcontractor to the OCIP Administrator of enrollment and issuance of OCIP "Certificate of Insurance".

3.1.2 The Contractor and all enrolled Subcontractors shall submit all insurance, underwriting, payroll, rating or loss history information as required by the Owner to the OCIP Administrator for enrollment and issuance of OCIP "Certificates of Insurance" via MWrap. The OCIP Administrator shall provide MWrap Contractor Portal Instructions which shall guide Contractor and its Subcontractors in accessing and using MWrap. Online forms, and other requested documentation, shall be completed within ten (10) working days of contract award unless work under the contract is commencing within this ten day period which shall cause the Subcontractor to expedite his enrollment via MWrap. No contractor shall perform any work on the Project until it is recognized as having been enrolled in or excluded from the OCIP by the OCIP Administrator.

3.1.3 The Contractor and enrolling Subcontractors shall provide all information necessary to bind coverage under the OCIP. The OCIP Administrator will notify the Contractor and respective Subcontractor when an application has been approved and coverage afforded.

3.1.4 OCIP enrollment will not be complete and work shall not commence until the OCIP Administrator has issued the OCIP "Certificates of Insurance" to the applicant.

3.1.5 General Contractor(s) and Subcontractor(s) of any tier who perform operations on the Project site and such other persons or entities as Owner may designate as enrolled parties, who perform direct labor at the project site or sites incidental to the Work are considered enrolled parties. **Temporary labor services and leasing companies are to be included as Subcontractor(s) only at the approval of Owner.** Contractor(s) and Subcontractor(s) of any tier must have submitted all necessary enrollment forms and have been accepted into the OCIP as evidenced by a confirmation of enrollment letter and issuance of OCIP "Certificates of Insurance".

3.1.6 Participation in the OCIP is mandatory for ALL Contractors and their Subcontractors of any tier unless excluded by Owner or as outlined in Article 2.5. **However, enrollment is not automatic.** Work will not be permitted at the project site until the Contractor and Subcontractor, regardless of tier, is properly enrolled in the OCIP.

3.1.7 **OCIP Coverage applies only to work performed at the project site by the enrolled parties.** Enrolled parties must provide their own insurance for off-site activities including, but not limited to, work at their permanent shops, fabrication or manufacturing of building products, materials or supplies.

## 3.2 PROJECT ADMINISTRATION AND FORMS

3.2.1 The Contractor shall be responsible to manage and ensure the transmission of all administrative and safety documentation, including subcontractor insurance and payroll information, as required and directed by the Owner.

3.2.2 The Contractor and all enrolled Subcontractors shall include those administrative costs in the Construction Contract Limit (CCL) or Guaranteed Maximum Price (GMP) proposal which are necessary to properly comply with the Contract.

## 3.3 OCIP DOCUMENTATION COMPLIANCE

3.3.1 Failure by the Contractor and/or any Subcontractor to submit documentation and forms as directed by the Owner, or the OCIP Administrator, as described in Article 3.1 and 3.2 and in the Project Insurance Manual may result in an Owner-issued deductive Change Order to the Contractor for each delinquent document. The Contractor will be held accountable for all costs and schedule impacts associated with this action.

3.3.2 Persistent failures by the Contractor and/or any enrolled Subcontractors may result in a "stop work" order by the Owner. The Contractor will be held accountable for all costs and schedule impacts associated with this action.

3.3.3 **Payroll Reporting—**for insurance and program purposes, each contractor agrees to keep and maintain an accurate record of payroll for operations at the Project site. Enrolled subcontractors agree to furnish full and accurate payroll information and data via MWrap and in accordance with the requirements of the OCIP program and as detailed in the Project Insurance Manual.

Payroll must be submitted by Contractor and all tiers of enrolled Subcontractors via MWrap at each of the following occurrences:

- Monthly on or by the 10th of each month, following the end of the previous month.
- Final: Due upon completion of sublet work or at Project Substantial Completion, whichever occurs first.

The payroll will identify the Project site work-hours and payroll. Only the payroll of the Contractor and all enrolled Subcontractors' employees who perform duties at the Project site should be included on the payroll report.

Enrolled subcontractors who did not perform any work at the Project site in a given month must **still** submit a payroll form via MWrap showing zero (0) payroll and applicable completed contract value to date (if applicable) for the month**.**

**Contractors and enrolled subcontractors with payroll reporting delinquent beyond 30 days will receive a Payroll Reminder Letter requesting response of activity in accordance with each contract under coverage.**

The OCIP insurer is required to file experience data for each enrolled party with the appropriate rating authority. The loss experience of the Contractor and enrolled subcontractors for work performed on the Project site may affect the experience modification factor of that Contractor or enrolled subcontractor.

Contractor and enrolled subcontractors should exclude payrolls reported for work performed under the OCIP from payrolls submitted to their primary insurer to avoid duplicate premium charges. The insurance policies written by your primary insurance provider may need to be endorsed or modified to assist in this process.

3.3.4 Incident Notification and Claims Management:

3.3.4.1 Workers Compensation claims are to be initiated immediately by the employer, and shall always be within twenty-four (24) hours or one (1) work day of the occurrence, **or immediately upon acknowledgement of an injury from an employee,** whichever is later. The mechanism for initiating such a claim shall be the completion and transmittal of a "First Report of Injury" form (DWC Form 1) to the OCIP insurance carrier. Late reporting has been proven to substantially escalate the cost of claims and may therefore result in action on the part of the Owner to recover these avoidable costs from the Contractor by applying the following charges:

3.3.4.1.1 $1,500.00 for reports that are 2 – 3 workdays beyond the date of occurrence

3.3.4.1.2 $5,000.00 for reports that are 4 – 30 workdays beyond the date of occurrence

3.3.4.1.3 $7,500.00 for reports that are 31 – 60 workdays beyond the date of occurrence

3.3.4.1.4 $10,000.00 for reports that are more than 60 days beyond the date of occurrence

3.3.4.2 General Liability claims are to be initiated immediately and shall be within twenty-four (24) hours or one (1) workday of the occurrence, whichever is later. The mechanism for initiating such a claim shall be the completion and transmittal of a Notice of Occurrence / Claim form to the designated e OCIP administrative representative or as directed by the Owner. Late reporting has been proven to substantially escalate the cost of claims and may therefore result in action on the part of the Owner to recover these avoidable costs from the Contractor by applying the following charges:

3.3.4.2.1 $1,500.00 for reports that are 2 – 3 workdays beyond the date of occurrence

3.3.4.2.2 $5,000.00 for reports that are more than 3 workdays beyond the date of occurrence

3.3.4.3 General Liability – Property Damage:

3.3.4.3.1 If the Owner determines that the Contractor failed to take proper precautions prior to an incident that results in a property damage claim against the General Liability coverage, the Owner may recover from the Contractor the first $5,000.00 of incurred cost against the claim.

## 3.4 WORKERS COMPENSATION PROCEEDINGS

3.4.1 The ODR may require the Contractor and/or the enrolled employer of an injured worker to provide knowledgeable representation at legally binding proceedings scheduled by the Texas Department of Insurance. The proceedings that affect the amount of compensation are "Benefit Review Conferences" and "Contested Case Hearings". Failure to provide such representation may result in Owner issuance of a recovery charge to the Contractor of $5,000.00 per proceeding.

## 3.5 EMPLOYEE RETURN TO WORK PLAN

3.5.1 The Contractor and every Subcontractor shall develop an Employee Return to Work ("Light Duty") Plan that allows and encourages medically restricted workers to resume employment as soon as a physician assigns limits. The Plan shall include the following elements:

3.5.1.1 A written policy with signed acknowledgement from a Company Executive that declares intent to provide proactive safety prevention measures, immediate and appropriate medical care, aggressive claims management, and rapid return to work as critical elements of a successful safety and loss control program.

3.5.1.2 Job descriptions that clearly identify and explain essential job functions and tasks required for each position. Minimum physical limits, motor skills, and endurance times shall be included.

3.5.1.3 Procedures and responsibilities shall help physicians understand the Plan, the employee's typical work assignments and activities, and available alternate assignments.

3.5.1.4 A commitment to the continuous employee education about the Plan, shall include monitoring of assignments, record keeping, and communications with physician(s) and injured worker(s), and tracking of compensation reports.

3.5.1.5 Full compliance with the Americans with Disabilities Act, Family Medical Leave Act, the Texas Worker's Compensation Act, and any other State or federal law.

3.5.2 Employment for Workers with Medical Restrictions ("Return to Work" or "Light Duty" policy):

3.5.2.1 Either the absence of a written policy or the presence of a written policy that lacks a responsible commitment to restoring medically restricted workers to

gainful employment (considered to be at a similar work schedule and wage that was in effect at the time of the injury) may result in an assessment of a recovery charge by the Owner to the Contractor of $5,000.00 per finding.

3.5.2.2 If the Owner determines that the Contractor or any enrolled Subcontractor deliberately obstructs a reasonable request that is intended to restore an injured worker to gainful employment, the Owner will assess a recovery charge against the Contractor of $5,000.00 per claim per month until the worker is returned to employment. If the Contractor or enrolled Subcontractor believes that the medical restrictions prohibit gainful employment, the Contractor will be required to prove this to the Owner's satisfaction.

3.5.2.3 Failure to pass or refusal to take any substance impairment screening will result in Owner requirement that the involved worker be removed from the Project and not be allowed to work on any Owner Project.

3.5.2.4 The cost of all post-accident screening is the responsibility of the injured worker's employer.

## 3.6 EXPIRATION AND AVAILABILITY OF OCIP COVERAGE

### 3.6.1 Termination of OCIP Coverage

3.6.1.1 Except for Extended Completed Operations coverage or Extended Ongoing Operations coverage for Repair Work, the General Liability and Excess Liability insurance furnished by the Owner under this agreement will cease for the Contractor and each enrolled Subcontractor at the earlier of OCIP program expiration or when work called for in the Contract has been completed and accepted by the Owner. Workers Compensation coverage will continue until the earlier of OCIP program expiration or when work called for in the Contract has been accepted as identified in the Certificate of Substantial Completion issued by the Owner.

### 3.6.2 Availability and Cancellation

3.6.2.1 Subject to market availability, all insurance specified herein shall be maintained continuously until the scheduled completion/termination date. All insurance shall provide for Owner to take occupancy of the Work or any part thereof during the term of said insurance. If coverage is diminished or cannot be renewed due to market constraints and limitations, all insured Contractors will be notified within the ninety (90) day cancellation or non-renewal period as provided in the policies. Upon termination of the Owner-provided insurance, the Contractor and all enrolled Subcontractors shall be responsible for furnishing all insurance as described in the UGC and Article 2.3 above.

3.6.2.2 Owner-furnished insurance may also be discontinued in the event the Project is substantially delayed for an extended period of time, or the Project is permanently terminated for any cause.

END OF SECTION 00 73 16

REVISION LOG

The following is provided for convenience to the Owner, Architect/Engineer and Contractor to track changes between annual document issuances and is not to be considered by any party to be contractual or 100% complete.

| **Date** | **Paragraph Revised** | |
|---|---|---|
| 02/01/08 | 3.4 - Revised Texas Worker's Compensation Commission to Texas Department of Insurance. | |
| 5/1/08 | 3.5.2 – Relocate Employment for Workers with Medical Restrictions ("Return to Work" or "Light Duty" policy) | |
| 10/1/08 | Title changed to "OCIP", 2.1.2.3.2 – Change "3 years" to "10 years", 2.1.2.4.1 change "$25 M" extended coverage to "$50 M" | |
| 9/1/09 | Corrected spelling of "SUBCONTRACTOR" in Article 2.2 and revised all Article 3.6 subsections. | |
| 9/1/12 | Clarifications of UGS abbreviation, exemption and drug testing clarifications and misc. clarifications. | |
| 12/18/15 | Compliance with SB 1081, attachment of the Project Insurance Manual template, policies, inclusion of Master Builders Risk language, and misc. revisions to align with current OCIP requirements. | |
| 10/10/16 | Replaced pages 57 through 95 with the current Workers Comp renewal policy. Corrected several misc. typos. | |
| 12/12/16 | Replaced Attachment A with current issue from ORM (Marsh contact info). | |
| 8/1/17 | Updated ROCIP with Phase VII changes and MWrap administrative process. Builder's Risk claims expenses process updated in 2.2.10. | |
| 6/1/18 | Formalized requirement to immediately report builder's risk claims in Section 2.2.13. | |
| 9/1/18 | Replaced Attachment A with current issue from ORM (Phase VII). | |

ATTACHMENT “A”

MARSH

THE UNIVERSITY of TEXAS SYSTEM
FOURTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES.

# PROJECT INSURANCE MANUAL
## THE UNIVERSITY OF TEXAS SYSTEM
## PHASE VII
### ROLLING OWNER CONTROLLED INSURANCE PROGRAM (ROCIP)

August, 2017

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# 1

# Introduction

## Welcome to this Rolling Owner Controlled Insurance Program

The University of Texas System has arranged insurance for this construction project under a Rolling Owner Controlled Insurance Program (ROCIP). A ROCIP is a single insurance program that insures the project, The University of Texas System, enrolled General Contractors and enrolled Subcontractors of any tier, along with their eligible employees and other designated parties for work performed at the project site. Please note, certain parties and their employees are excluded from the ROCIP as identified in this Manual.

This Manual is intended to provide general information as to the insurance afforded and/or required of enrolled parties, claims reporting, safety & loss control requirements, and the procedures to be followed in administering the program. All questions concerning the ROCIP requirements outlined in this Manual should be referred to the ROCIP administrator as indicated in Section 2, the Project Contact Directory.

The ROCIP for this project provides the following coverage for enrolled parties whose employees perform actual on-site labor at the Project Site:

- Workers' Compensation
- Employers Liability
- General Liability
- Completed Operations
- Excess Liability

The University of Texas System will pay insurance premiums for the ROCIP coverages outlined above. It is recommended that you place your current insurer on notice that you are participating in a ROCIP.

This manual:
- describes the general structure of the ROCIP;
- identifies the responsibilities of the various parties involved in the project;
- provides a basic description of ROCIP coverage;
- describes audit and administrative procedures;
- provides a Glossary or Commonly Used Words;
- provides Answers to Commonly Asked Questions; and
- will be updated as necessary.

This manual does not:
- provide coverage interpretations;
- provide complete information about coverage; or
- provide answers to specific claim questions.

## Enrolled Parties

General Contractor(s) and Subcontractor(s) of any tier who perform operations on the Project Site and such other persons or entities as The University of Texas System may designate as enrolled parties, who perform direct labor at the Project Site or sites incidental to the Work. **Temporary labor services and leasing companies are to be included as Subcontractor(s) only at the approval of The University of Texas System.** Contractor(s) and Subcontractor(s) of any tier must have submitted all necessary enrollment requirements via the MWrap web portal and have been accepted into the ROCIP as evidenced by a confirmation of enrollment letter and Certificate of Insurance.

Participation in the ROCIP is mandatory for ALL Contractors and their Subcontractors of any tier unless excluded by The University of Texas System or as outlined later in this manual. **However, enrollment is not automatic**. Work will not be permitted at the Project Site until the Contractor and Subcontractor, regardless of tier, is **properly enrolled** in the ROCIP. A properly enrolled Contractor is one who has properly completed and submitted the necessary forms via the MWrap web portal and other documents as described in this Project Insurance Manual.

**ROCIP Coverage applies only to work performed <u>at the Project Site</u> by the enrolled parties.** Enrolled parties must provide their own insurance for off-site activities including, but not limited to, work at their permanent shops, fabrication or manufacturing of building products, materials or supplies.

The provisions herein for the ROCIP shall in no way be interpreted as relieving the enrolled parties of any responsibility under their contract with this program. All enrolled parties will be required to carry certain other insurance as outlined in contract documents (Article 5 Bonds and Insurance of the UGC, and 00 73 16 Project Insurance Requirements) and may carry, at their own expense, any additional insurance they deem necessary.

## Excluded Parties

Off-site fabricators, vendors, suppliers, material dealers, janitorial services (not involved in construction site activities), delivery cranes, demolition, blasting, truckers (including trucking to the Project Site where delivery is the only scope of Work to be performed), asbestos abatement or other hazardous waste removal Contractor(s) and their respective Subcontractor(s) of any tier, and others whose sole function is to transport, pickup, deliver or carry materials, supplies, tools equipment, parts or other items to or from the Project Site, or who do not perform any actual on-site labor, and any other entity specifically determined by The University of Texas System to be excluded. Excluded parties will not be covered by insurance provided through the ROCIP.

## Exempted Parties

It is the UT System's intent to enroll all Contractors and Subcontractors of any tier who perform on-site labor. The UT System, at its sole discretion, may grant exemptions to enrollment based on an individual contractor's work duration and scope of work. Exemption requests should include a completed notice of award (via MWrap), and written request sent to the ROCIP administrator (via e-mail) detailing scope of work to be performed onsite. Additionally, each request should include a certificate of insurance with a copy of all endorsements as required by contract.

# 2

# PROJECT CONTACT DIRECTORY

## ROCIP Administration

| | |
|---|---|
| Marsh USA Inc. | 1717 Main Street; Suite 4400<br>Dallas, Texas 75201<br>214 303 8400 (main phone line) |
| • Client Executive | John Egan<br>Phone #: 214 303 8125<br>Email: john.j.egan@marsh.com |
| • ROCIP Program Manager | Marcus Robins<br>Phone #: 214 303 8445 Fax #: 888 501 9769<br>Email: marcus.robins@marsh.com<br><br>Susan Baggett<br>Phone #: 214 303 8209 Fax #: 888 501 9769<br>Email: susan.baggett@marsh.com |
| • ROCIP Administrator | Program Communication<br>Fax #: 888 501 9769<br>Email: UT.ROCIPFaxes@marsh.com<br><br>Luella Norman<br>Phone #: 214 303 8208 Fax #: 888 501 9769<br>Email: UT.ROCIPFaxes@marsh.com<br><br>Antoinette Bias<br>Phone #: 713 276 8524 Fax #: 888 501 9769<br>Email: UT.ROCIPFaxes@marsh.com |
| • Claims Advisor | Kevin McClelland<br>Phone #: 214 303 8330 Fax #: 214 303 8014<br>Email: kevin.mcclelland@marsh.com |
| • ROCIP Safety Manager | Tod Hollis<br>Phone #: 214 303 8632<br>Email: tod.hollis@marsh.com |

## The University of Texas System

| | |
|---|---|
| • Claims Coordinator | John Santos<br>Via Phone #: 512 579 5029<br>Email: jsantos@utsystem.edu |
| • Risk Manager | Lisa Gunkel<br>Via Phone #: 512 499 4534<br>Email: lgunkel@utsystem.edu |
| • OFPC Safety Analyst | Mark Schaeffer<br>Via Phone #: 409 781 0069<br>Email: mschaeffer@utsystem.edu |

## Project Safety Coordinator

| | |
|---|---|
| General Contractor – | Name:<br>Via Phone #:<br>Email: |

## Insurers

| | |
|---|---|
| | Toll free claims reporting is:<br>**1 877 928 4531—Non Ike Projects**<br>Fax reporting is: 866 691 7068 |
| Workers' Compensation Carrier | Zurich North American<br>P.O. Box 619507<br>Dallas, Texas 75261 |
| Lost Time | Desiree Martin<br>Phone #: 214 866 1120<br>Email: desiree.martin@zurichna.com |
| Medical Only | Kathy Wallace<br>Phone #: 214 866 1221<br>Email: kathy.wallace@zurichna.com |
| General Liability Carrier | Zurich North American<br>P.O. Box 619507<br>Dallas, Texas 75261 |

# 3

## Description of ROCIP Coverages

Participation in this ROCIP is mandatory but not automatic. The ROCIP will provide the enrolled party with insurance described in this section. This insurance will terminate on the date the work has been accepted by the University of Texas System as complete, or other period as described in the ROCIP policy, except for the extended completed operations coverage.

The following coverages are provided by the ROCIP:

- Workers' Compensation
- Employers' Liability
- General Liability
- Completed Operations
- Excess Liability

This Description of ROCIP Coverage has been prepared for the convenience of the enrolled parties and is not an exact and binding analysis of the coverages. This Description of ROCIP Coverage is for your use as a **reference only** and is not intended to be inclusive of all policy terms, conditions and exclusions. Even though care has been taken in the preparation of this Description of ROCIP Coverage, in the event there is a discrepancy, the original policies will prevail as the sole binding documents.

The following coverage summaries are provided for information purposes only. Certificates will be provided to all properly enrolled contractors of all tiers at date of enrollment. Policies will be forwarded **upon written request** of the Contractor or Subcontractors.

## Workers' Compensation and Employers' Liability

| | |
|---|---|
| NAMED INSURED: | BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM and any affiliated or subsidiary entity existing of hereafter constituted as well as all **Contractors and Subcontractors** of every tier enrolled in the Rolling Owner Controlled Insurance Program at the specific location designated in Section II. |
| POLICY TERM: | 08/01/2017 – 08/01/2023<br>Policies will be issued on an annual basis until project substantial completion. |
| COVERAGE: | **Coverage A**: Pays statutory benefits to the injured employee according to the Workers' Compensations Law of the State of Texas. Benefits include all reasonable medical expenses, rehabilitation expenses, and a percentage amount of lost wages. Coverage responds to injury, death and certain illness directly related to employment.<br><br>**Coverage B**: Employers' Liability indemnifies the employer for legal actions taken by an employee against the employer for certain injuries or illnesses not covered by the statue or for alleged gross negligence in providing a reasonably safe work environment. |
| INSURER: | Zurich American Insurance Company (ZAIC) |
| MASTER POLICY #: | WC 0183286 - 00<br>Each Contractor will receive individual Workers' Compensation policy numbers for the duration of their work. |
| LIMITS: | Workers' Compensation: Statutory as per the State of Texas |

| | | |
|---|---|---|
| Employers' Liability: | $1,000,000 | Each Accident |
| | $1,000,000 | Disease Each Employee |
| | $1,000,000 | Disease Policy Limit |

Endorsements, Exclusions & Conditions:

- Named Insured Schedule
- Designated Workplace Exclusion Endorsement
- Waiver of Rights of Recovery from Others
- 90 Day Notice of Cancellation
- 10 Day Notice of Cancellation (non-payment)
- Knowledge of Injury Endorsement
- Sole Agent Endorsement
- Notice of Occurrence
- Unintentional Errors & Omissions Endorsement
- Alternate Employer Endorsement

## Commercial General Liability

| | |
|---|---|
| NAMED INSURED: | BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM and any affiliated or subsidiary entity existing of hereafter constituted as well as all **Contractors and Subcontractors** of every tier enrolled in the Rolling Owner Controlled Insurance Program at the specific location designated in Section II. |
| POLICY TERM: | 08/01/2017 – 08/01/2023<br>Certificates of Insurance are to be issued naming each Contractor and Subcontractor as a named insured upon enrollment. Copies of policies are available upon written request issued to the Program Administrator. |
| COVERAGE: | Commercial General Liability (excluding Automobile and Professional Liability) in form providing coverage not less than a Commercial General Liability insurance policy, including hazards of explosion, collapse, underground, independent General Contractor(s), employees as additional insureds, and Completed Operations Liability coverage for a period of ten (10) years after substantial completion notification by The University of Texas System, with Extended Ongoing Operations Coverage for Repair Work for a period of two (2) years after Substantial Completion.<br><br>Coverage will apply only to work performed at the Project Site. Such insurance will not include coverage for products liability for any product(s) manufactured, assembled, or otherwise worked upon away from the Project site for any enrolled party or excluded party performing such off-site work. |
| INSURER: | Zurich American Insurance Company |
| MASTER POLICY #: | GLO 0183287 - 00 |

LIMITS:

| | |
|---|---|
| $5,000,000 | General Aggregate Limit (other than Products/ Completed Operations)* |
| $5,000,000 | Completed Operations Aggregate Limit |
| $2,000,000 | Personal and Advertising Injury Limit |
| $2,000,000 | Each Occurrence Limit |
| $250,000 | Fire Damage Limit – Each Occurrence |
| $10,000 | Medical Expense Limit – Each Person |

*Per Project and subject to Annual Reinstatement of Limits

Endorsements, Exclusions & Conditions:

- Named Insured Schedule
- Additional Insured Endorsement
- In Witness Clause
- Commercial General Liability Coverage Form
- Disclosure of Important Information relating to Terrorism
- Limited Contractual Liability
- Joint Defense Endorsement
- Sole Agent for Insureds

- 90 day Notice of Cancellation
- Extended Completed Operations Designated Projects
- Designated Construction Projects General Aggregate
- Extended Ongoing Operations Coverage – Repair Work
- Unintentional Failure to Disclose
- Notice of Error in Claim Reporting
- Notice of Occurrence
- Fellow Employee Coverage – Designated Employee/Position
- Waiver of Transfer of Rights – as required by written contract
- Collection of Distribution of Material or Information in Violation of Law Exclusion
- Nuclear Energy Liability Exclusion
- Damage to the Project Exclusion
- Contractors Professional Liability Exclusion
- Lead Exclusion
- Fungi or Bacteria Exclusion
- Asbestos Exclusion Endorsement
- Silica Exclusion
- Total Pollution Exclusion with Building Heating Equip. and Hostile Fire Exception

## Umbrella/Excess Liability

| | |
|---|---|
| NAMED INSURED: | BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM and any affiliated or subsidiary entity existing of hereafter constituted as well as all **Contractors and Subcontractors** of every tier enrolled in the Rolling Owner Controlled Insurance Program at the specific location designated in Section II. |
| POLICY TERM: | 08/01/2017 – 08/01/2023<br>Certificates of Insurance are to be issued naming each Contractor and Subcontractor as a named insured upon enrollment. Copies of policies are available upon written request issued to the Program Administrator. |
| COVERAGE: | The policy provides increased limits of coverage excess of scheduled underlying policies, including General Liability, and Employers Liability. The policy pays on behalf of the insured for third-party claims for Personal Injury, Bodily Injury, Property Damage, Advertising and Product Losses. |
| INSURER: | Berkshire Hathaway Specialty Insurance |
| MASTER POLICY #: | 47-XSF-304056-01 |
| LIMITS: | $25,000,000 Each Occurrence<br>$25,000,000 Aggregate<br>$25,000,000 Products & Completed Operations |
| INSURER: | Indemnity Insurance Company of North America (excess of Berkshire Hathaway Specialty Insurance) |

| | |
|---|---|
| MASTER POLICY #: | XSM-G46798673 001 |
| LIMITS: | $25,000,000 Each Occurrence<br>$25,000,000 Aggregate<br>$25,000,000 Products & Completed Operations |
| INSURER: | Starr Indemnity & Liability Company (sits excess of Indemnity Insurance Company of North America) |
| MASTER POLICY #: | 1000023859 |
| INSURER: | The Ohio Casualty Insurance Company (sits excess of Indemnity Insurance Company of North America) |
| MASTER POLICY #: | ECO2358071429 |

(50M x 50M shared by Starr & Ohio Casualty Insurance Company Liberty)

| | |
|---|---|
| LIMITS: | $50,000,000 Each Occurrence<br>$50,000,000 Aggregate<br>$50,000,000 Products & Completed Operations |
| TERMS & CONDITIONS: | Subject to Lead and Underlying Layer Policy Terms. |

**Primary and Non-Contributing:** Workers' Compensation and Employers Liability insurance is primary and non-contributing with respect to any persons (other than The University of Texas System's employees) covered by such insurance. Commercial General Liability, Umbrella/Excess and Builders Risk insurance is primary insurance and non-contributing with any other insurance carried by the enrolled parties.

**Assignment**: In consideration of The University of Texas System purchasing ROCIP insurance as outlined above, the enrolled parties will assign to The University of Texas System all return premiums, dividends and other monies due or to become due in connection with the insurance which The University of Texas System provides under the ROCIP, all of which will inure to the benefit of the ROCIP. The enrolled parties will execute such further documentation as may be required by The University of Texas System to effect this assignment.

**Waiver of Subrogation Rights:** Except for the amount of the deductibles as stated elsewhere in this contract, the enrolled parties each on their own behalf and on behalf of anyone claiming by, through or under them, whether by way of subrogation or otherwise, hereby waive any and all subrogation rights which they may now or hereafter have against each other and the parent, related and affiliated companies, the successors and assigns of each other, in connection with the performance of the Work to the extent such subrogation rights are not the result of any intentional wrongful act or omission of the party causing such loss and are covered losses under the insurance provided hereunder.

## If The University of Texas System Elects Not to Continue the ROCIP

If The University of Texas System, for any reason, is unable to furnish coverage, elects to discontinue the ROCIP, modifies the limits of liability provided in the ROCIP, or requests that an enrolled party withdraw from the ROCIP, then, upon sixty (60) days written notice from The University of Texas System, the enrolled party specified by The University of Texas System in such notice, will obtain at The University of Texas System's expense and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by The University of Texas System) of the insurance required to be provided by excluded parties and as otherwise required under the contract documents, and The University of Texas System will thereafter no longer be obligated to furnish all or a part of such insurance through the ROCIP. The form, content, limits of liability and cost of such insurance and the insurer issuing such insurance secured by the enrolled party pursuant to the provisions of this section will be subject to The University of Texas System's approval, which approval will not be unreasonably delayed or withheld.

Enrolled parties will be reimbursed for the cost of their insurance based on the cost of their practice programs in place at time of cancellation of the ROCIP.

# 4

## Contractor Responsibilities

***Throughout the course of the project, contractors will be responsible for reporting and maintenance of certain records as outlined in this section.***

Contractors and Subcontractors are required to cooperate with The University of Texas System and its ROCIP administrator in all aspects of ROCIP operation and administration. Responsibilities of the Contractors and Subcontractors include:

- Including ROCIP provisions in all subcontracts as appropriate
- Enrolling in the ROCIP via the MWrap portal
- Providing timely evidence of insurance to the ROCIP administrator
- Notifying the ROCIP administrator of all subcontracts awarded
- Cooperating with the ROCIP administrator's requests for information
- Maintaining and reporting monthly payroll records and Audit Participation
- Notifying Administrator of Project Change Orders
- Contract Close Out
- Complying with insurance, claim and safety procedures
- Notifying the ROCIP administrator immediately of any insurance cancellation or non-renewal (Contractor-required insurance)

### Contractor Bids—ROCIP Provisions

Failure of enrolled parties to enforce the enrollment of all Contractors and Subcontractor(s) of any tier does not relieve the enrolled parties of the financial responsibility for their insurance deductions. The University of Texas System, maintains the right to pursue insurance deductions for all Subcontractors of any tier through the first tier General Contractor(s).

Any fines assessed by a governmental entity as the result of late enrollment will be assessed against the responsible enrolled parties.

### Contractor Bids—Net Bids

Contractor/Subcontractors eligible to enroll in the ROCIP shall bid their work net of insurance, excluding their onsite Workers' Compensation, Employer's Liability, General Liability and Umbrella/Excess Liability from its bid/contract price. Change orders must also be priced to exclude these costs.

Unless otherwise agreed, the enrolled entities are required to remove the total cost of first dollar Workers' Compensation, Employer's Liability, General Liability and Umbrella/Excess Liability regardless of the risk financing technique employed for its Workers' Compensation and General Liability exposures, including but not limited to insurance premiums, expected losses with any retention or deductible amount, loss handling expenses and administrative expenses.

The original contract sum will be based on the total estimated cost of the Work, **excluding** insurance costs.

Unless otherwise agreed to in the Agreement with Contractor, costs for overlapping insurance coverage maintained by the enrolled parties will not be reimbursable. All subsequent change orders will be submitted excluding insurance costs.

If the enrolled parties do not submit the required ROCIP enrollment information prior to beginning Work and a fine is assessed by any state regulatory body, the enrolled parties will be charged for the assessment prior to contract closeout.

***Conflicts:*** In the event of a conflict, the provisions of the Contract Agreement will govern, then the provisions of the Project Insurance Manual.

## Enrollment

Prior to the start of work at the Project Site, all Contractors and Subcontractors of any tier shall complete the Enrollment form via the MWrap web portal in order to bind coverage under the ROCIP.

All Contractors and Subcontractors must use Marsh's online "MWrap" system to enroll in the ROCIP, provide monthly payroll, and perform other important functions outlined in this Section.

**Visit:** https://MWrap.Marsh.com/contractorportal **to get started once you are awarded a contract.**

All forms referenced in this Section may be found on the MWrap portal. The ROCIP administrator shall provide instructions on how to access the MWrap portal.

**UNDER NO CIRCUMSTANCES IS A CONTRACTOR AUTHORIZED TO BEGIN WORK ON SITE UNTIL MARSH HAS RECEIVED, PROCESSED, AND APPROVED THE REQUIRED ONLINE FORMS AND HAS ISSUED THE CONTRACTOR AND/OR SUBCONTRACTOR A CERTIFICATE OF INSURANCE EVIDENCING ROCIP COVERAGE IS IN PLACE.**

The enrolled parties will complete and submit the online Enrollment form including uploading any required supporting documents to the ROCIP administrator, including evidence of their experience modification rating (EMR) as documented on the rate schedules of their current workers' compensation insurance program.

If General Contractor(s) will be subcontracting work out, a separate award should be issued via MWrap, and an Enrollment form must be completed by **each Subcontractor** of any tier and must be sent to the ROCIP administrator via the MWrap web portal.

In addition to the Enrollment form the enrolled parties shall provide The University of Texas System with a Certificate of Insurance, including endorsements, evidencing coverage outlined in Section 5, via MWrap (through the "Document" section of the portal). A sample certificate of insurance has been included in Section 6—of this manual.

The ROCIP administrator will provide a Certificate of Insurance evidencing ROCIP coverages naming the enrolled party as an insured. Where required by law, individual workers' compensation policies will be issued to the enrolled party.

**NOTE: All questions regarding this procedure should be directed to the ROCIP administrator at Marsh as outlined in the Project Contact Directory.**

## Evidence of Insurance

Each Contractor and Subcontractor is required to provide the ROCIP administrator with appropriate evidence of insurance as outlined in Section 5 of this Manual—Contractor Insurance Requirements.

## Subcontract Award Notification

Contractors and Subcontractors of any tier are not covered under the ROCIP until necessary enrollment information is properly completed and submitted to the ROCIP administrator, as described in the Enrollment section of this Manual.

ALL contract awards should be provided via MWrap. Contractor(s) or the appropriate Subcontractor will be responsible for reporting contracts awarded via the MWrap portal, which will prompt awarded Subcontractors to complete their respective Enrollment to the ROCIP.

## *Cooperation*

The enrolled parties will:

1. Use the MWrap portal to submit all pertinent insurance information.
2. Furnish to The University of Texas System, its insurance representatives and/or to the ROCIP insurer, all information and documentation which the ROCIP may require in connection with the issuance of any policies, in such form and substance as The University of Texas System or its designee may require.
3. Furnish to The University of Texas System, its insurance representatives and/or the ROCIP insurer, on-site payroll reports on the forms as required and described in this Manual on a monthly basis for prior month (including months with no payroll).
4. Permit The University of Texas System, its insurance representatives and/or the ROCIP insurer to audit the enrolled parties books and records and provide documentation as may be required to assure accuracy of those payroll reports. The enrolled parties agree that their failure to submit documents as required may result in withholding progress payments until said payroll reports are received by The University of Texas System or its designee.
5. Promptly comply with the requirements, obligations and recommendations of The University of Texas System, its insurance representatives and/or ROCIP insurer so that the ROCIP may be properly administered and so that the insurance companies will continue to provide coverage under the ROCIP as specified in this the document. If the enrolled parties should fail to comply with any requirement, obligation or recommendation, The University of Texas System may withhold any payments due the enrolled parties until such time as they will have performed the requirements, obligations and recommendations as required by this Contract.
6. The enrolled parties will provide The University of Texas System or its insurance representatives with all information necessary for the issuance of said policies and will maintain and make available to the insurance companies payroll records and such other records relating to the Work as may be necessary for the proper computation of the insurance premiums.
7. The enrolled parties will cooperate with The University of Texas System with regard to administration and operation of the ROCIP. The enrolled parties' responsibilities will

include, but are not limited to: operations and insurance information; inclusion of ROCIP provisions in all subcontracts; notification to The University of Texas System's insurance representatives of all subcontracts awarded; maintenance and provision of monthly payroll records and other records as necessary for premium computation; compliance with applicable loss control (safety) and claims reporting procedures; maintenance of an OSHA Log to be provided monthly to The University of Texas System and/or their insurance representatives.

Any fines assessed for claims which are reported late are the responsibility of the Contractor and/or Subcontractor of any tier.

## *Payroll Reporting, Maintenance, and Audits*

**Payroll Reporting**—for insurance and program purposes, each contractor agrees to keep and maintain an accurate record of payroll for operations at the Project Site. Contractors agree to furnish full and accurate payroll information and data in accordance with the requirements of The University of Texas ROCIP VII program to the ROCIP VII Administrator via the MWrap portal.

Payroll must be submitted via MWrap by each Contractor or Subcontractor at each of the following occurrences:

- Monthly on or by the 10th of each month, following the end of the previous month.
- Final: Due upon completion of sublet work or at Project Substantial Completion, whichever occurs first.

The payroll will identify the Project Site work-hours and payroll. Only the payroll of the Contractor's employees who perform duties at the Project Site should be included on the payroll report. This information will be used to provide the ROCIP insurer with information required to determine The University of Texas System's premium.

If you did not perform any work at the Project Site in a given month you must **still** submit your payroll form showing zero (0) payroll to date for the month.

**Contractors with payroll reporting delinquencies will receive an auto generated notification from MWrap requesting response of activity in accordance with each contract under coverage.**

The ROCIP insurer is required to file experience data for each enrolled party with the appropriate rating authority. The loss experience of the Contractor for Work performed on the Project Site may affect the experience modification factor of that Contractor.

To avoid paying premiums to your primary insurance provider on payroll associated with Work performed under the ROCIP, payroll reported as described above **should be excluded** from payrolls submitted to your primary insurer. In addition, there are a number of ways to endorse or modify your primary insurance to assist in this process. The workers' compensation policy issued to you and the certificate of insurance showing you as a named insured on the general liability policy may be used to provide evidence of your enrollment in the ROCIP to your primary insurer.

**Payroll Maintenance**—each enrolled party is required to maintain payroll records for the Project Site in accordance with the Basic Manual of Rules, Classifications, and Experience Rating Plan

for Workers' Compensation and Employers Liability Insurance. Such records allocate the payroll by Workers' Compensation classification(s) and shall exclude the excess or premium paid for overtime (i.e., only the straight time rate shall apply to overtime hours worked). Furthermore, such records shall limit the payroll for Executive Officers and Partners/Sole Proprietors to the limitations as stated in the state manual rules.

**Payroll Audits**—it is important that you properly classify payrolls, as these will be reported to the rating bureau for promulgation of future Experience Modifiers for your firm. All enrolled parties shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the ROCIP insurer or The University of Texas System's representatives at any reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

The Division of Workers' Compensation (DWC) a division of the Texas Department of Insurance (TDI), requires Zurich, the insurance carrier for The University of Texas System ROCIP Phase VII program, to report payrolls and losses incurred by insureds for onsite exposures which have occurred under the policies issued in a unit statistical report for calculation and publication of the contractor's experience modifier.

The audit reporting is conducted annually for each policy term by carriers per outlined requirements as described within Section 4 of the ROCIP Project Insurance Manual, Uniform General Conditions, and the Project Insurance Requirements (00 73 16).

Upon Contractors or Subcontractors Completion of Work or on policy expiration, The University of Texas System's insurance carriers have the right to audit payroll records. This audit will be completed within 60 days of receipt of all complete and accurate information from the Contractor.

## Notification of Change Orders

Contractor(s) will notify Marsh (via MWrap), of any change orders issued to the 1st tier Contractors. 1st Tier Contractors will notify Marsh how that change order will be applied to their Subcontractors.

Change orders, field proceed orders, and/or construction change directives submitted by each enrolled parties shall ***exclude*** the cost of insurance.

## Notice of Work Completion—Close-out of Each Contract

Contractor(s) will close-out each contract as the enrolled parties complete their work. No retention will be released until the close-out has been completed.

The enrolled parties must complete the "Closeout" via MWrap, for each contract that has been completed on the Project Site.

1. The ROCIP administrator will request "final" contract value from Awarding Contractor(s). If any payroll or documentation is missing, the ROCIP administrator will contact the enrolled party for the information and final contract cost for his Subcontractors.
2. If all payroll reported are in line, the ROCIP administrator will approve closeout form and the awarding Contractor and The University of Texas System will access closeout documentation via MWrap

3. The ROCIP insurer may audit the enrolled parties at time of close out.
4. Once close-out is complete, Awarding Contractor(s) will access (via MWrap) for closeout information of all enrolled parties involved.

The ROCIP administrator will verify all costs that appear to be out of line and discuss them with the awarding Contractors or the Subcontractor to determine if there were Subcontractors working that we were not properly notified or if there are high materials costs that can explain the discrepancies.

Once close out is reconciled, contractor will receive a communication from Marsh (via MWrap) advising how ROCIP coverage will respond beyond project substantial completion.

## Claims Reporting

Each enrolled party shall follow the claims procedures as established by The University of Texas System. Enrolled parties agree to assist and cooperate in every manner possible in connection with the adjustment of all claims and demands in which The University of Texas System's insurer(s) is called on to adjust or defend. Refer to Section 7—Claims Reporting of this Manual.

## Safety Procedures

### *Scope and Application*

All Contractors and Subcontractors are required to comply with The University of Texas System Project Safety Requirements (01 35 23). These safety requirements are mandatory and will be strictly enforced. Non-compliance with this plan will be considered the same as non-compliance with any other contractual item.

The University of Texas System, at its discretion, will designate agents to act on its behalf in all matters relating to Work Site safety and health. The University of Texas System and its agents reserve and retain the right to stop work, remove Contractor and Subcontractor employees, and dismiss Contractors or Subcontractors when willful or repeated non-compliance with the Project Safety Requirements Manual occurs or when serious defective conditions or life threatening hazards and activities are identified.

Copies of the safety manual may be obtained from the **General Contractor** on each project.

# 5

# Contractor-Provided Insurance Requirements

## Insurance Requirements for Enrolled and Excluded Contractors

**Refer to the complete Uniform General Conditions and the Project Insurance Spec in the Appendix of this manual.**

***Contractors and subcontractors are required to maintain coverage to protect against losses that occur away from the site or that are otherwise not covered under the ROCIP.***

The ROCIP provides coverage for Work at the Project Site only

Insurance for the Work performed AWAY FROM THE PROJECT SITE by the enrolled parties include the following coverage:

- Workers' Compensation and Employers' Liability Insurance
- Commercial General Liability Insurance
- Commercial Automobile Liability Insurance (on and off project site)
- Umbrella/Excess Liability Insurance (if needed)
- Contractors Equipment Insurance (on and off project site)
- Aircraft Liability (if needed)

The enrolled parties will provide and maintain the types of insurance described below in a company or companies legally authorized to transact insurance business in the State of Texas. All insurers will be rated at least A-, VII or better in the current A.M. Best ratings or must be otherwise acceptable to The University of Texas System. The enrolled parties will maintain the specified insurance coverage until all obligations under this contract are satisfied.

The limits of liability shown for the insurance required of the enrolled parties are minimum limits only and are not intended to restrict the liability imposed on the enrolled parties for Work performed under their Contract.

### *Required Endorsements*

***Additional Insureds***: Each policy required (except Worker's Compensation) will name as additional insured the Board of Regents of The University of Texas System its officials, directors, employees, representatives, agents, consultants, and volunteers of each and all other indemnitees as "Additional Insured."

***Waiver of Subrogation***. To meet the requirements of Article 2.2, of the Uniform General Conditions, all policies shall contain a Waiver of Subrogation in favor of the Board of Regents of The University of Texas System, their respective agents, consultants, servants and employees of each and all other indemnitees.

***Waiver Of Property Damage and Right of Recovery.*** To meet the requirements of the Uniform General Conditions (UGC), all policies shall contain a written agreement to waive the Contractor's and each enrolled Subcontractor's right for recovery of physical damage or loss to their respective properties against each other for damages, losses or claims arising out of or in connection with this Project and this Contract. This written waiver shall also extend to the benefit of The Board of Regents of The University of Texas System, its respective agents, consultants, servants and employees. This waiver of the right of recovery for property damage shall be binding upon any property (real or personal), builders risk, automobile, aircraft watercraft, tools or equipment insurer as respects any subrogation rights that such insurer may possess by virtue of any payments of damage or loss.

Each enrolled party will pay all insurance premiums for such insurance, including any charges for required waivers of subrogation or the endorsement of additional insureds.

***Primary and Non-Contributing*:** All Insurance coverage listed above is required to be to be primary and non-contributory.

***Certificates of Insurance*:** The enrolled parties and excluded parties will provide certificates of insurance to The Board of Regents of The University of Texas System as evidence that policies specified in this section providing the required coverage, conditions, and limits are in full force and effect. Certificates of insurance can be uploaded via MWrap and addressed as follows:

The Board of Regents of the University of Texas System
c/o Marsh USA Inc (ROCIP Admin)
1717 Main Street; Suite 4400
Dallas, Texas 75201

***Notice of Cancellation*:** All insurance policies and certificates of insurance will include a requirement providing for thirty (30) days prior written notice to The University of Texas System of any cancellation or reduction of coverage. If any such notice is given, The University of Texas System will have the right to require that a substitute policy be obtained prior to said cancellation and appropriate evidence thereof be provided. Enrolled parties and excluded parties will immediately notify The University of Texas System and will cease operations on the occurrence of any such cancellation or reduction and will not resume operations until the required insurance is in force and new certificates of insurance have been filed with The University of Texas System.

## Insurance Requirements of Excluded Parties

The insurance requirements as defined in the Project Insurance Requirements (00 73 16) and the UGC section 5.2 outline the coverage that should be in place for any given project.

# 6

# ROCIP Enrollment Procedures and Forms

Award of Contract/Subcontract does not automatically enroll a Contractor/Subcontractor as a participant in the Rolling Owner Controlled Insurance Program (ROCIP). Each Contractor or Subcontractor must properly complete the online forms in the following checklist for Marsh to enroll in the ROCIP.

***This section contains the forms needed for enrolling, reporting payroll, change orders and other administration of the ROCIP.***

## Enrollment Process—Checklist of Required Submittals

For assistance in completing these forms, please contact the ROCIP administrator identified in the Project Contact Directory. As previously noted, all Contractors and Subcontractors must use the ROCIP Administrator's online MWrap system to complete and submit these forms and documents.

☐ **Enrollment**
This form provides information that Marsh must receive in order to issue the Contractor/Subcontractor a Certificate of Insurance for ROCIP coverage. Marsh will forward the information to the ROCIP insurance company (the "carrier") for issue of an individual Workers' Compensation policy. Issue of a Certificate of Insurance must be completed prior to commencement of any Work.

☐ **Contractor/Subcontractor's Provided Certificate of Insurance (see sample)**
The ROCIP does not provide any of the insurance coverages that are exempted by —00 73 16 (Project Insurance Requirements) and the Uniform General Conditions within the front end documents to the Contract. As part of the enrollment process, The University of Texas System requires all participants to provide a certificate of insurance, together with any contractually required endorsements and meeting the requirements outlined in this Procedure.

☐ **Classification of Operations Pages— Contractor Provided Workers' Compensation**
To complete the enrollment process, companies must provide copies of Workers' Compensation "Declarations Page" and evidence of their current Experience Modification Rate (EMR) as detailed within the "Classification of Operations Pages" (Rate Schedules).

Contractor/Subcontractor shall submit all these requirements to Marsh for review via the MWrap portal. Upon acceptance, Marsh will furnish each enrolled Contractor/Subcontractor a certificate of insurance evidencing ROCIP coverage. Marsh will transmit additional copies to the Contractor and The University of Texas System. The Contractor/Subcontractor will then be authorized (for insurance obligations) to begin Work. **UNDER NO CIRCUMSTANCES SHALL ANY COMPANY BEGIN WORK UNTIL A PROPERLY EXECUTED INSURANCE CERTIFICATE HAS BEEN ISSUED TO AND ACCEPTED BY THE UNIVERSITY OF TEXAS SYSTEM (or by Marsh on behalf of The University of Texas System).**

**The University of Texas System Rolling Owner Controlled Insurance Program (ROCIP)**

**AUDIT RIGHTS**

In the event the undersigned Contractor or Subcontractor is awarded a contract, such party will permit THE UNIVERSITY OF TEXAS SYSTEM or its Representative to inspect the insurance policies, audit methods and rates used in determining any insurance premium deduction or credit proposed or accepted by THE UNIVERSITY OF TEXAS SYSTEM. Requests for inspection of any policies or payroll records will be made in writing ten (10) days in advance of any review, which will be conducted at the project site or an office near the site.

**ASSIGNMENT**

The undersigned Contractor or Subcontractor hereby assigns transfers and sets over absolutely unto THE UNIVERSITY OF TEXAS SYSTEM all right, title and interests to any and all returns of premium, dividends, discounts, or other adjustments including retrospective adjustments to THE UNIVERSITY OF TEXAS SYSTEM ROCIP. This assignment shall pertain to the ROCIP policies as now written, as subsequently modified, rewritten, or replaced by THE UNIVERSITY OF TEXAS SYSTEM ROCIP insurance company (s) including any additional amount of coverages as a result thereof. The undersigned Contractor or Subcontractor also assigns its rights of cancellation of all insurance policies provided, to the undersigned, by THE UNIVERSITY OF TEXAS SYSTEM. This assignment is only valid for those insurance policies that have their premiums paid by THE UNIVERSITY OF TEXAS SYSTEM.

**COMPLIANCE**

The undersigned Contractor or Subcontractor hereby agrees that all THE UNIVERSITY OF TEXAS SYSTEM ROCIP requirements will be met on a timely basis; including but not limited to: enrollment documents for Subcontractors, monthly payroll and work hour reports, policy maintenance and evidence of off-site coverage, loss control recommendations and requirements, and prompt claims reporting and management cooperation.

Signature: _____ Date: _____

Name (print): _____ Title: _____

**Return forms to:**

**Marsh USA**
**Attn.: Marsh Administrator**
**Email:** UT.ROCIPFaxes@marsh.com
**Fax# : 888 501 9769**

**Sample Certificate of Insurance Required for Subcontractor**

| **Sample Off-Site Certificate of Insurance** | **Date Issued:** |
|---|---|
| *PRODUCER [Name, Address & Telephone #]* | This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below. |
| *INSURED*<br><br>**YOUR NAME AND ADDRESS** | COMPANIES AFFORDING COVERAGE with A- VII or Better Rated Carrier through AM Best<br>**COMPANY A**<br>**COMPANY B**<br>**COMPANY C**<br>**COMPANY D** |

*COVERAGES*

This is to certify that the Policies listed below have been issued to the Named Insured above for the Policy Period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

| CO LTR | *TYPE OF INSURANCE* | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS | |
|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | GENERAL AGGREGATE | $2,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | MUST COVER | | PRODUCTS-COMP/OP AGG | $2,000,000 |
| | CLAIMS MADE X OCCUR | | THE DURATION OF CONTRACT | | PERSONAL & ADV INJURY | $1,000,000 |
| | OWNERS & CONTRACTORS PROTECTIVE | | | | EACH OCCURRENCE | $1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | |
| | | | | | MED EXP (Any one Person) | |
| | AUTOMOBILE LIABILITY | | MUST COVER | | COMBINED SINGLE LIMIT | $1,000,000 |
| | X ANY AUTO | | THE DURATION OF CONTRACT | | | |
| | ALL OWNED AUTOS | | | | BODILY INJURY (Per Person) | $ |
| | SCHEDULED AUTOS | | | | | |
| | X HIRED AUTOS | | | | BODILY INJURY (Per Accident) | $ |
| | X NON-OWNED AUTOS | | | | | |
| | | | | | PROPERTY DAMAGE | $ |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE | If needed |
| | X UMBRELLA FORM | | | | AGGREGATE | |
| | OTHER THAN UMBRELLA FORM | | | | | |
| | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY OR LOCALLY PRESCRIBED EQUIVALENT IN THE STATE | | MUST COVER | | X WC STATU-TORY LIMITS | |
| | OF TEXAS | | THE DURATION OF CONTRACT | | EL EACH ACCIDENT | $1,000,000 |
| | | | | | EL DISEASE—POLICY LIMIT | $1,000,000 |
| | | | | | EL DISEASE—EA EMPLOYEE | $1,000,000 |
| | | | | | EACH OCCURRENCE | |

**DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)**
The insured shall name Board of Regents of The University of Texas System and others as required by contract, as **Additional Insured** and such coverage afforded as additional insureds shall apply as Primary Insurance. A **Waiver of Subrogation** in favor of "Board of Regents of The University of Texas System, the architect, their subsidiaries, related and/or affiliated companies of each and their respective officials, directors, employees, representatives, agents and volunteers, and assigns of each, and any others shall be provided by the insured.

*CERTIFICATE HOLDER*

| | |
|---|---|
| Board of Regents of The University of Texas System<br>c/o ROCIP administrator @ Marsh USA<br>1717 Main St.; Suite 4400<br>Dallas, Texas 75201 | CANCELLATION.<br>Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.<br><br>AUTHORIZED SIGNATURE: |

THIS CERTIFICATE MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE, AGENT OR BROKER

# 7

# Claim Reporting/Posting Procedures

***This section describes basic procedures for posting requirements and reporting various types of claims: workers' compensation, employers' liability, general liability, and completed ops***

All Contractors and Subcontractors will strictly adhere to specific guidelines for the reporting of all industrial incidents involving their own employees and their Subcontractor's employees.

All Contractors and Subcontractors are to instruct their employees to **IMMEDIATELY** report all incidents, injuries and damages from the Project Site to the **Project Safety Coordinator (PSC).**

All Contractors and Subcontractors are to provide, upon request, any additional information regarding the incident and to cooperate fully in all incidents and claim-related investigations.

The Texas Workers' Compensation Act and Rules require the employer to post and or complete certain forms. These forms are discussed below with samples of appropriate forms, and decision maps included in Appendix, Section 3 of this manual.

Any fines assessed for claims which are reported late are the responsibility of the Contractor.

## Workers' Compensation Posting Requirements

### *Notice 6: Notice To Employees Concerning Workers' Compensation in Texas*

Per Rule 110.101 (e) (1) of the Texas Department of Insurance, Division of Workers' Compensation, DWC Notice 6 is required to advise your employees that you have workers' compensation insurance through a commercial insurance company and to advise your employees of the Texas Department of Insurance, Division of Workers' Compensation's toll free number to obtain additional information about their workers' compensation rights.

Notices in English, Spanish and any other language common to the employer's employee population must be posted, and:

1. Prominently displayed in the employer's personnel office, if any;
2. Located about the workplace in such a way that each employee is likely to see the notice on a regular basis;
3. Printed with a title in at least 26 point bold type, subject in at least 18 point bold type, and in text in at least 16 point normal type; and
4. Contain the exact words as prescribed in Rule 110.101 (e) (1).

The following notice(s) meet the above requirements. Failure to post or to provide notice as required in the rule is a violation of the Act and Division rules. The violator may be subject to administrative penalties.

### *Notice 8: Required Workers' Compensation Coverage*

Pursuant to Workers' Compensation Rule 110.101 (d)(7), a Contractor engaged in a building or construction project for a governmental entity is required to post a notice on each project site informing all persons providing services on the project that they are required to be covered by workers' compensation insurance. The notice required by this does not satisfy other posting requirements imposed by the Texas Workers' Compensation Act or other Workers' Compensation Rules. This notice must meet Worker's Compensation Rule 110.101.

## Workers' Compensation Claim Reporting

- Each employer is initially responsible for providing first aid to their injured employee, followed by notification to the General Contractor Project Safety Coordinator (PSC).
- The General Contractor's Project Safety Coordinator (PSC) will complete the top portion of the Medical Authorization To-Treat form and ask the injured employee to acknowledge that a post-accident drug test will be performed.
- The Project Safety Coordinator (PSC) will accompany the injured worker to the medical clinic for initial treatment.
- The Medical Authorization To-Treat form will be presented to the medical clinic.
- Upon return to the work site each injured worker will be provided with **"Notice of Injured Employee Rights and Responsibilities" by the Project Safety Coordinator (PSC)**
- Following the injured workers' visit to the clinic both the Project Safety Coordinator (PSC) and employer should be updated on the injured employee's work status.
- The employer of the injured worker will assist in the completion of the required First Report of Injury (FROI) incident report. The ROCIP VII Form CL-1 Workers' Compensation Loss form collects all necessary information required to populate the State's First Report of Injury Form (DWC Form 1) and eases the reporting of the claim via Zurich's early notification system.
- The Project Safety Coordinator (PSC) will call Zurich's Claim Call Center to report the loss. Call 877-928-4531.
- Should the need arise to provide the injured worker with a Bona Fide job offer letter, a sample letter is included in this manual.

All WC Claims notices should be submitted to: **Zurich North American**

**Submit all medical bills to Zurich; P.O. Box 968023; Schaumburg, IL 60196-8023, excluding Drug Screen bills, which are the responsibility of the injured worker's employer for payment.**

Upon completion of reporting the workers' comp claim telephonically, a first report of injury form (DWC Form 1) from the claim in-take center of Zurich will be mailed to you for your records. Retain this copy along with the OCIP documentation regarding this incident until the claim is resolved/closed.

For assistance with WC claim issues contact:

Kevin McClelland, Claims Advisor
Marsh USA
1717 Main Street, Suite 4400
Dallas, TX 75201
Email: kevin.mcclelland@marsh.com
Phone: 214-303-8330
Fax: 214-303-8014

John Santos, Claims Coordinator
The University of Texas System
220 West Seventh Street
Austin, TX 78701
Email: Jsantos@utsystem.edu
Phone: 512-579-5029
Fax: 512-499-4524

In the event of any claim resulting in an emergency for:

- ANY injury that can be expected to result in offsite medical treatment.
- ANY property or equipment damage that is expected to result in an insurance claim.

**Contact must be made to at least one of the following:**

| | |
|---|---|
| Mark L. Schaeffer—OFPC | 409-781-0069 |
| Kevin McClelland—Marsh | 214-303-8330 |
| John Santos—UT System | 512-579-5029 |

ANY event resulting in multiple injuries, anticipated hospitalization of injured worker(s), or removal from site by an ambulance—PERSONAL CONTACT MUST BE MADE; DO NOT LEAVE A MESSAGE.

Refer to the Decision Map (found in Appendix 3) for severity level of work related injuries.

## THE UNIVERSITY OF TEXAS ROCIP PROGRAM
## Workers' Compensation Claim Management Checklist

***Internal Investigation***
- Identify facts of the information for reporting to Zurich.
  - Who • What • When • Where • Why • How

***Subrogation***
- Identify and preserve evidence.
- Identify Third Parties who may be responsible for accident.
- Report information to Zurich.

***Report Claim***
- **Report immediately**
- Complete the Workers' Compensation Claim Form (DWC Form 1).
- Call Zurich's Call Center—877- 928- 4531 (non-Ike) 877- 856- 1825 (Ike Recovery projects)
- Provide the injured employee with "Notice of Injured employee Rights and Responsibilities in the Texas Workers' Compensation System."

***On Questionable Claims***
- **Report immediately**—when appropriate, use the word ***alleged*** in your description.
- Immediately call Marsh Claims Consultant and express your concerns regarding the claim.

***Medical Care for Employee***
- If medical treatment is needed, advice the Employee of the appropriate medical care facility for work related injuries. (Note: Emergency Rooms should only be used for treatment if the medical clinic is closed, or if the injury is considered severe or life threatening).
- Complete the "Authorization for Medical Treatment' form (ROCIP Form # CL-2) and give to injured worker. (Note: some sections need to be completed by the employer and others by the injured employee).
- Contractor or Subcontractor shall contact the medical care facility and advise that injured The University of Texas System (UTS) ROCIP worker is in route.
- A mandatory post-accident drug and alcohol screen will be performed at the medical facility at the Contractor's expense.

***Continued Involvement in Management of the Claim***
- Maintain communication with the Employee.
- Advise Zurich of any information that changes the direction of the claim.
- Be aware of the Employee's current medical condition.
- Review the DWC Form 73 (Texas Workers' Compensation Work Status Report) from the medical provider, noting any restrictions that might have been placed on the employee.

***Return to Work***
- Refer to the Return to Work Policy outlined in 01 35 23 Project Safety Requirements (Section 8) or equivalent site safety manual approved for this project.
- Coordinate modified duty with Zurich adjuster, employer and employee.
- Provide temporary modified duty when parameters and duration of restrictions are known.
- Complete the Bona Fide Offer of Employment form (ROCIP form #CL-4).

  - Offer light/modified duty when a treating physician allows an injured worker to return to any type of employment that will not violate the specified restriction(s).
  - Attach a copy of the DWC Form 73 (Texas Workers' Compensation Work Status Report) provided by the treating physician to the Bona Fide Offer of Employment Letter.
    - Letter must include:
      - Detailed physical description of work (i.e. allowable standing, sitting, etc.) consistent with the employee's abilities, knowledge and skill
      - Must offer training if necessary.
  - Letter is presumed valid if provided in writing
  - Have the employee sign in the presence of a witness; or, mail the letter along with the DWC Form 73, via certified mail, to the employee
    - Should the injured employee decline the Bona Fide Offer, Temporary Income Benefits may be stopped.
    - Send a copy of the letter, witness statement or postal receipt to Zurich.
  - Need further assistance, contact Zurich.
- Complete a Supplemental Report of Injury form—DWC form 6
  - Within three days of the employee returning to work
  - Within three days when the employee, after returning to work, has additional day or days of disability because of the injury;
  - Within 10 days after the end of each pay period in which the employee has a change in earnings as a result of the injury during the time the employee is entitled to temporary income benefits.
  - Within 10 days after the employee resigns or is terminated.

***Billing***

- All Medical bills/invoices should be sent to Zurich.
- Drug Testing bills are to be paid by the employer of the injured worker.

***Loss Runs***

- Contact, Cheri Perches Zurich Account Manager at 713-787-7828 or via email at Cheri.Perches@zurichna.com
- A Contractor may only request and receive loss information on the Contractor's own employees.

**For Questions Regarding Workers' Compensation or Zurich Issues**

- Contact Kevin McClelland, Marsh**,** at 214-303-8330
- Contact John Santos, The University of Texas System Office of Risk Management, at 512-579-5029

## RETURN TO WORK (RTW) POLICY

**NOTE: This Return To Work Policy and the executed acknowledgement must be submitted to and will be maintained by the Controlling Contractor at the project site. No work may commence until this document is accepted.**

**_____ will conduct its construction activities safely and in accord with all prevailing safety rules and regulations.**

In the event that an occupational injury occurs on this Project and renders an employee unable to perform normal duties, this company will commit its resources to the following:

- Modified duty assignments will be made available to any employee injured on this project who receives a physician's release with medical restrictions.
- The modified duty assignment will take place at the project site if possible.
- In order to comply with restrictions established by the treating physician's instructions, the assignment offered to the injured employee may include clerical work, material inventory, site cleanup, site layout, equipment maintenance, or any other task that will not exceed the prescribed restrictions.
- Any employee with an occupationally restrictive injury will receive a written "Bona Fide Offer of Employment" letter. The document will acknowledge the company's intent to furnish duty assignments based on the treating physician's instructions. This document will either be executed by the employee in the presence of a supervisory employee or it will be sent to the employee by Certified/Return Receipt Mail.
- The injured employee will be monitored for improvement and returned to full duty status as quickly as the treating physician allows.
- All injuries that occur on this Project will be reported immediately to the Controlling Contractor's superintendent and/or safety coordinator. The immediate supervisor for the injured employee will obtain an "Authorization for Medical Treatment" from the Controlling Contractor before leaving the site for treatment by a medical professional.
- A responsible company representative (immediate supervisor) will transport any injured employee to the medical treatment facility. This representative will ensure that the treating physician receives a copy of this RTW policy and becomes aware of the company's intent to provide modified duties as required to meet any medical restrictions.
- In the event that an injured employee has to be transported by ambulance to an emergency medical treatment facility, a responsible company representative (immediate supervisor) will accompany (or follow) the injured employee and ensure that the treating physician receives a copy of this RTW policy and becomes aware of the company's intent to provide modified duties as required to meet any medial restrictions.
- A post incident drug test will be administered by the Owner's designated medical treatment facility. The Controlling Contractor will be notified of the results by a company representative only in the event of a confirmed positive drug test.
- An employee that is currently working under medical restrictions will NOT be terminated from employment until the Controlling Contractor and the insurance claims adjuster are consulted with and all agree that the action is justified.

## Return To Work (RTW) Policy

### CONTRACTOR ACKNOWLEDGEMENT

As a duly authorized representative of _____,
I hereby acknowledge, agree to, and submit the attached Return to Work Policy.

Name (print): _____

Signature: _____

Title: _____

Date: _____

**This acknowledgement and a copy of the written Return To Work Policy must be submitted to the Controlling Contractor and will be maintained at the project by the Controlling Contractor. This company understands that no work at the Project may commence until this document is executed, submitted, and accepted by the Controlling Contractor.**

## Refer to the Project Safety Requirements

# DRUG AND ALCOHOL POLICY

This project is a drug and alcohol free job site. The Contractor and all Subcontractors will maintain a drug and alcohol free environment on this project.

Each Contractor is responsible to ensure that its (sub) Contractors test their employees prior to reporting to work on the job site in order to maintain a drug and alcohol free job site as outlined in the Project Safety Specifications.

This policy is to be used in conjunction with the Subcontractor's own drug and alcohol program and in accordance with the contract.

In addition, each employee involved in an accident will be required to submit to a post-accident drug test that will be paid for by the Contractor.

The Contractor and all Subcontractors will obtain and maintain on file a signed "Notification and Consent—Employee Acknowledgement" (ROCIP form #13) for each employee prior to that employee commencing work on the job site.

ROCIP Form #13

**NOTIFICATION AND CONSENT**
**EMPLOYEE ACKNOWLEDGMENT**

I understand that a condition of my initial and continued assignment to The University of Texas System ROCIP job site is compliance with The University of Texas System ROCIP Drug and Alcohol Free Job site policy. The policy was developed to ensure that all of The University of Texas System ROCIP job sites are drug and alcohol free, and I hereby give my consent to, and authorize, any screening or medical procedures necessary to determine the presence and/or level of alcohol or drugs in my system. I further give my consent to the testing authority to confidentially release information regarding the results of the tests to an authorized representative of my employer or the Project Safety Coordinator assigned to the specific University of Texas ROCIP project you are working on. I realize that my refusal to sign this form constitutes a violation of The University of Texas System ROCIP policy, and for that refusal, I cannot be assigned to The University of Texas System ROCIP job site.

During my assignment to The University of Texas System ROCIP job site:

1. I hereby acknowledge and consent to abide by The University of Texas System ROCIP Drug and Alcohol Free Job site policy; and,
2. I consent to post-incident, reasonable suspicion, and random drug and alcohol screenings.

| | |
|---|---|
| Signature | Social Security No. |
| Print Name | Date |
| Employer | Project Name |
| Witness | Print Witness Name |

(Employer collects and maintain for all employees who will be working on-site.)

## General Liability Claim Reporting

Commercial General Liability (GL) provides coverage for claims arising out of the project work at the Project Site or for personal injury, bodily injury and property damage to others by one's negligence. The GL coverage does not apply to property in your care, custody and control. GL coverage may apply when damage is done to property such as other adjacent buildings, cars, etc. or bodily injury to students, institutional staff, patients or visitors.

Such insurance will not include coverage for products liability for any product(s) manufactured, assembled, or otherwise worked upon away from the Project Site for any enrolled party or excluded party performing such off-site work.

General Liability premises coverage is provided for contractors returning to a "completed" job for repair or warranty work for a period of 2 years after substantial completion. Simultaneously the Extended Completed Operations is triggered when substantial completion has been issued. This Extended Completed Operations coverage is by statue of repose not to exceed 10 years.

Should a loss occur, and the parties believe it stems from the work that has been completed and accepted by UTS, the parties should immediately notify The University of Texas System Office of Risk Management and/or Marsh. The Institution or General Contractor should not undertake repairs until such notification has occurred and either The University of Texas System Office of Risk Management or Marsh's Claims Advocate has responded. The Institution and applicable parties should do what is necessary to mitigate damages. Refer to the Completed Operations Flow Chart at the end of this section.

Personal injury or property damage sustained by a third party constitutes a reportable event.

Whenever this occurs, the Contractor and Subcontractors will:

- Provide first aid if necessary.
- Notify the Project Safety Coordinator (PSC).
- Complete an incident report. Take pictures of any property damage. Obtain witness statements.
- Notify via phone the Marsh Claims Advocate and The University of Texas System Claims Coordinator of the incident and follow the call by emailing a copy of the incident report, pictures, witness statements, any bills incurred to-date. The Marsh Claims Consultant will undertake reporting of the claim to the carrier.

The General Liability claim representative will provide periodic claim status reports to the enrolled parties and the University of Texas System.

The Project Safety Coordinator (PSC) or their representative will assist in the investigation of the incident. However, the enrolled parties shall remain responsible for providing thorough information on all third party injuries or property damage claims and ensuring the claims have been promptly reported to the Project Safety Coordinator (PSC).

## Professional Liability Claim Reporting

No coverage is provided for professional liability under the ROCIP. It is the sole responsibility of each Contractor and Subcontractor to report accidents involving their professional liability to their own insurers. Notice must be immediately reported to the Project Safety Coordinator (PSC) once a Contractor is made aware of any Professional Liability incident.

**The Contractor will:**

- Take measures necessary to preserve damaged property and to protect property from further damage.
- Immediately notify the Project Safety Coordinator (PSC).
- Establish accounts for recording the cost associated with the events as it affects property used in the Work.

## Automobile Claim Reporting

No coverage is provided for automobile accidents under the ROCIP. It is the sole responsibility of each Contractor and Subcontractor to report accidents involving their automobiles to their own insurers.

HOWEVER, all accidents occurring in or around the job site must be reported to the Project Safety Coordinator (PSC). These accidents will be investigated with regard to any liability arising out of the Project construction activities that could result in future claims (i.e. due to the conditions of the roads, etc.) Each Contractor and Subcontractor shall cooperate in the investigation of all automobile accidents.

## Other Claim Related Services

### Detailed Claim Listings

Detailed claim listings are available upon request by contacting the Zurich Account Manager, Cheri Perches at 713-787-7828.

### Claim Review

Claim reviews will be conducted quarterly, or as needed. Reviews will include The University of Texas System Office of Risk Management, The University of Texas Project Management, Insurer Representatives, and Marsh.

### Lawsuits and Citations

All lawsuits (i.e. summons and complaint, citation and/or petition) filed against the entities insured by this program should be immediately forwarded on the date of receipt

by express overnight mail to the attention of the following individuals:

Kevin McClelland, Claims Advisor
Marsh USA
1717 Main Street, Suite 4400
Dallas, TX 75201
Email: kevin.mcclelland@marsh.com
Phone: 214-303-8330
Fax: 214-303-8014

John Santos, Claims Coordinator
The University of Texas System
220 West Seventh Street
Austin, TX 78701
Email: jsantos@utsystem.edu
Phone: 512-579-5029
Fax: 512-499-4524

Remember to keep a copy of all information sent for your files.

Marsh will assist in reporting the claim to the appropriate insurance carriers as related to the program and will work with the insurance carrier to assign Defense Counsel if needed.

**DELAYS IN REPORTING COULD RESULT IN DEFAULT JUDGMENT AGAINST THE UTS ROCIP PROGRAM AND OR YOU.**

# 8

# Questions Commonly Asked About A ROCIP

**a. What are the major reason(s) for The University of Texas System having a ROCIP?**

There are several reasons The University of Texas System has decided to implement a ROCIP program, these include reducing the cost and redundancy of insurance coverages associated with construction.

To establish greater stability in insurance coverage for The University of Texas System and enrolled parties, by engaging a major insurer whose financial stability suggests that it will still be there to cover claims when and if they occur.

To unify and centralize the insurance resources available to support job-site safety, claim management and quality control inspections. The ROCIP will concentrate a greater amount of money for these important services.

Finally, to alleviate the adversarial relationship between enrolled parties and The University of Texas System at the time of a completed operations claim, allowing the claim to be defended and settled in a proactive manner, reducing claim costs for all enrolled parties.

**b. As an enrolled party, how will this affect my costs?**

The net cost effect should be about even. Under an ROCIP, your insurers will exclude coverage for risks insured by the ROCIP, thus reducing your insurance premiums by the amount your insurers would have otherwise charged you for the job.

While you could lose dividend values (if you have a workers' compensation dividend plan), dividends are not guaranteed and presumably not figured into bids.

In addition, by enrolling in the ROCIP, you will be the beneficiary of a highly focused safety and claims management plan that should result in better than average loss experience. To the extent this safety and claims management program has a positive influence on your loss experience; it could result in an improved experience modifier for you in future years.

**c. How can I be sure my insurer will not charge me premium for ROCIP-enrolled work?**
To ensure this does not happen, you need to notify your insurer(s) that you are participating in a ROCIP and provide them a description of the work and coverages being provided. This information can be shared through your agent or directly to the insurer.

Next, it will be important for you to keep accurate books to show what payroll is allocated to ROCIP Project(s). This will allow workers' compensation auditors from both your own insurer and the ROCIP insurer to audit the payroll accurately.

The same procedures will apply to the general liability insurance, though the basis of your premium charge may not be payroll -- it could be receipts or some other measure of exposure.

If you have questions about these issues during the bidding or as work proceeds, your broker, agent or underwriter should be able to help identify the distinction. If not, Marsh will be very happy to assist you in identifying the issues and, if needed, facilitating communication with your insurers.

**d. Will Project safety requirements impair work efficiency?**

All enrolled parties are expected to comply with the Safety Manual and all regulatory requirements. If your company is committed to safety, work efficiency should not be affected. Unsafe practices will not be tolerated and may be cause for dismissal from the project. Assistance is available should a question or concern arise regarding safe operating practices.

**e. How will "Claims Management?" help me?**

Claims Management will oversee a thorough investigation of every serious accident. The causes will be clearly understood, to the extent they can be known, and will allow for proper preparation of defense against possible future litigation.

The relevant statistical outcome of actual loss experience will be shared with the enrolled parties, thus identifying patterns and causation that would otherwise not be seen. That will add strength to your loss prevention efforts.

Claim cost containment programs will be used, which reduces claim costs. From a historical and statistical perspective, a strong, integrated safety and claims management plan, produces better than average loss experience in most ROCIP projects across the country. That benefits every enrolled party.

**f. Is there completed operations coverage beyond the completion of my work?**

Yes, there is a completed operations extension period built into the ROCIP.

### g. Will the ROCIP hurt my chances of getting or keeping competitive insurance rates?

Of itself, the ROCIP will not hurt your chances of getting or keeping competitive insurance rates. However, if a major portion of your work is in insured under ROCIP's, it may reduce the size of your reported non-ROCIP sales and payroll, thus reducing schedule and/or other rating credits.

That being said, your success in safety will have a lot to do with your attractiveness as a workers' compensation account in the future. To the extent the ROCIP's safety and claims management program has a positive influence on your loss experience, it could result in an improved experience modifier for you in future years.

### h. What about my WC modifier? How will ROCIP losses affect it?

ROCIP losses and payroll experience will be reported to the Workers' Compensation Insurance Rating Bureau the same way your regular insurer reports your other loss and payroll data. If the ROCIP safety and loss containment efforts are meaningful for your operation, the loss ratio should be slightly better for ROCIP losses, thus reducing your future modifier.

# Meanings of Words and Phrases

The following list of words and phrases include an explanation of meanings. However, they may be defined differently in other documents, and in that case, the definitions given in such documents will take precedence with respect to such documents.

**Certificate of Insurance**
An Accord document providing evidence of the existence of coverage for a particular insurance policy or policies.

**ROCIP Administrator**
Representatives of Marsh USA Inc.

**Contract**
A written agreement between The University of Texas System and Contractor(s) for specific Work OR an agreement between Contractor(s) and any tier of Subcontractor.

**Contractor**
The person, firm, joint venture, corporation or other party that has entered into a Contract with The University of Texas System to perform Work at the Project Site. The overall project Contractor is also referred to as “construction manager.” A Contractor is the party to a contract who is charged with the total construction and who enters into subcontracts for such work as electrical, plumbing, etc.

**Contractor Enrollment**
Enrollment is the beginning of a number of documents that must be completed for the Contractor to participate in the ROCIP. The documentation is defined at a Project level and will vary from Project to Project. Generally, the package will include contact information, location of records, general information regarding the Contractor and loss control program and may include an insurance premium worksheet.

**Insureds**
The University of Texas System and specifically enrolled Insured Parties. Insureds will also be other parties that The University of Texas System is required under contract to add as additional insureds.

**Insurer**
The ROCIP insurer(s) issuing a policy for coverages under the ROCIP.

**Off-Site Insurance Certificate**
Evidence of the Contractor’s Off-Site Insurance as stipulated in the contract documents for Automobile, Off-Site Workers’ Compensation, Off-Site General Liability. Evidence of an Excess/Umbrella Liability policy may be required to satisfy the contract limit requirements for the above coverages.

**Project Site**
"Project Site" shall mean those areas designated in writing by The University of Texas System for performance of the Work and such additional areas as may be designated in writing by The University of Texas System for Contractor's use in performance of the Work. Subject to the notification and other requirements for off-site locations, the term "Site" shall also include (a) property used for bonded storage of material for the Project approved by The University of Texas System, and (b) areas where activities incidental to the Project are being performed by General Contractor or Subcontractors covered by the worker's compensation policy included in the ROCIP, but excluding any permanent locations of Contractor or such covered Subcontractors.

**The University of Texas System**
The University of Texas System and any affiliated, subsidiary or associated companies as now exist or may hereafter be constituted or acquired. In addition, any corporations, partnerships, joint ventures, individuals or companies over which any of the above exercises financial or management control, as now exist or may hereafter be constituted or acquired.

**Subcontractor**
The person, firm, joint venture, corporation or other party that has entered into an Agreement with the General Contractor to perform Work at the Project Site.

An entity that is performing work under contract for a higher tier Contractor. Subcontractor must have a signed agreement to proceed with the Work.

**Work**
Operations as fully described in the Agreement, performed at or emanating directly from the Project Site.

**Vendor/Supplier**
A person or entity that supplies materials or equipment for work, including that fabricated to a special design, but who does not perform labor at the site.

# REVISION LOG

The following is provided for convenience to the Owner, Architect/Engineer and Contractor to track changes between annual document issuances and is not to be considered by any party to be contractual or 100% complete.

| **Date** | **Paragraph Revised** |
|---|---|
| 12/1/15 | Compliance with SB 1081, removal of Safety Spec and Safety Forms, clarification on when coverage ends. |
| 10/10/17 | Update to describe ROCIP VII coverage. Administration process revised to describe new MWrap enrollment process. |

Marsh USA Inc.
Comerica Bank Tower
1717 Main Street, Suite 4400
Dallas, TX 75201-7357
+1 214 303 8000

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ATTACHMENT “B”

# Texas Accident Prevention Services Notice

ZURICH

**Pursuant to Texas Labor Code §411.066, Zurich North America is required to notify its policyholders that accident prevention services are available from Zurich North America at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene, and industrial health services. Zurich North America is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022. If you would like more information, contact Zurich North America at 1-800-982-5964, or risk.engineering@zurichna.com for accident prevention services or 1-800-982-5964, and risk.engineering@zurichna.com for return-to-work coordination services. For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at (512) 804-5000. If Zurich North America fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at http://www.tdi.texas.gov or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645.**

# Disclosure Statement

It is our pleasure to present the enclosed policy to you
for presentation to your customer.

**INSTRUCTION TO AGENT OR BROKER:**

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

# Disclosure Statement

**NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION**

If you want to learn more about the compensation Zurich pays agents and brokers visit:

http://www.zurichnaproducercompensation.com

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company

and its underwriting subsidiaries.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY – INFORMATION PAGE**

Servicing Office:

Insurance for this coverage part provided by:
**ZURICH AMERICAN INSURANCE COMPANY**

**SOUTHEAST – ORLANDO**
**495 N. KELLER RD**
**SUITE 500**
**MAITLAND, FL 32751**

1. Policy Number WC 0183286-01 Renewal of Number WC 0183286-00

Named Insured and Mailing Address
THE BOARD OF REGENTS OF THE
(SEE NAMED INSURED ENDORSEMENT)
210 W 7TH ST
AUSTIN TX 78701

Producer and Mailing Address
MARSH USA INC
1717 MAIN ST STE 4400
COMERICA BANK TOWER
DALLAS TX 75201-7343

Producer Code 36140-000

Other workplaces not shown above: See Schedule of Locations
FEIN: 17-4600023
NCCI Company No. 10863 ☐ New ☒ Renewal ☐ Rewrite of Prior Policy No. WC 0183286-00
This information page, with policy provisions and endorsements, if any, completes this policy.
Insured is: CORPORATION

2. Policy Period: From: 08-01-2018 to 08-01-2019 at 12:01 A. M. Standard Time at insured's mailing address.
Insured's Identification number(s): See Schedule Locations

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:
TEXAS

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

| The limits of liability under Part Two are: | | |
|---|---|---|
| Bodily Injury by Accident: | 1,000,000 | each accident |
| Bodily Injury by Disease: | 1,000,000 | policy limit |
| Bodily Injury by Disease: | 1,000,000 | each employee |

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
ALL STATES EXCEPT ND, OH, WA, WY AND THOSE STATES LISTED IN 3 A.

D. This Policy includes these Endorsements and Schedules:
**See Schedule of Forms and Endorsements.**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the following Classification Schedule is subject to verification and change by audit.
**See Classification Schedule**

| | |
|---|---|
| TOTAL ESTIMATED STANDARD PREMIUM | $ |
| PREMIUM DISCOUNT | $ |
| EXPENSE CONSTANT | $ |
| PREMIUM FOR ENDORSEMENT | $ |
| TAXES AND SURCHARGES | $ |
| TOTAL ESTIMATED ANNUAL PREMIUM | $ |
| MINIMUM PREMIUM | $ |
| DEPOSIT PREMIUM | $ |

If indicated below, adjustment of premium shall be made:

☒ Annually ☐ Monthly
☐ Semi-Annually ☐ This is a Three Year Fixed Rate Policy
☐ Quarterly

Agent or Producer | Countersigned by Resident Licensed Agent | Date

## SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: WC 0183286-01

| Form Number & Edition Date | | Form Name |
|---|---|---|
| WORKERS COMPENSATION FORMS AND ENDORSEMENTS | | |
| U-WC-D-314-A | 07-94 | WORKERS COMPENSATION INFORMATION PAGE |
| U-WC-320-A | 07-94 | SCHEDULE OF FORMS AND ENDORSEMENTS |
| U-WC-321-A | 07-94 | NAMED INSURED SCHEDULE |
| U-GU-406-B | 07-15 | INSTALLMENT PREMIUM SCHEDULE |
| WC 99 00 02 | 10-99 | SCHEDULE OF INSUREDS AND LOCATIONS |
| U-WC-315-A | 07-94 | CLASSIFICATION SCHEDULE |
| WC 00 00 00 C | 01-15 | INSURANCE POLICY |
| WC 00 03 01 | 01-94 | TX ALTERNATE EMPLOYER ENDT |
| WC 00 03 02 | 04-84 | DESIGNATED WORKPLACES EXCLUSION ENDT |
| WC 00 04 14 | 07-90 | NOTIFICATION OF CHANGE IN OWNERSHIP ENDT |
| WC 00 04 19 | 01-01 | PREMIUM DUE DATE ENDORSEMENT |
| WC 00 04 22 B | 01-15 | TERRORISM RISK PGM REAUTH ACT DISCL ENDT |
| WC 42 03 01 I | 07-17 | TEXAS AMENDATORY ENDORSEMENT |
| WC 42 03 04 B | 06-14 | TX-WAIVER OF OUR RIGHT TO RECOVER |
| WC 42 04 07 | 03-02 | TX AUDIT PREM AND RETRO PREM ENDT |
| U-WC-255-C | 05-95 | LARGE DEDUCTIBLE ENDORSEMENT |
| WC990001A | 04-10 | WC AND EMPLOYERS LIABILITY IN WITNESS |
| U-WC-332-A | 07-94 | CANCELLATION AND NON-RENEWAL NOTICE ENDT |
| U-WC-332-A | 07-94 | KNOWLEDGE OF INJURY |
| U-WC-332-A | 07-94 | SOLE AGENT FOR INSUREDS |
| U-WC-332-A | 07-94 | NOTICE OF OCCURRENCE |
| U-WC-332-A | 07-94 | UNINTENTIONAL ERROR OR OMISSIONS ENDT |
| UGUD639A | 07-07 | COMBINED AGGREGATE DEDUCTIBLE |

## NAMED INSURED SCHEDULE

Policy Number: WC 0183286-01

NAMED INSURED

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

THEIR SUBSIDIARIES, ASSOCIATED AND AFFILIATED COMPANIES, SUCCESSORS, OR ASSIGNS, AS NOW EXIST OR MAY HEREAFTER BE ACQUIRED OR FORMED, AND ANY CORPORATION OR OTHER BUSINESS ORGANIZATION WHICH THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS OF THIS POLICY OWNS, OPERATES OR CONTROLS, INCLUDING THE INTEREST AS SUCCESSOR TO ANY CORPORATION OR OTHER BUSINESS ORGANIZATION ACQUIRED, MERGED, OR TRANSFORMED INTO ANY OF THE FOREGOING, AND OTHER INTERESTS AS ARE NOW OR HEREAFTER RELATED TO THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS OF THIS POLICY.

ALL CONTRACTORS OF ANY TIER ENROLLED IN THE CONTROLLED INSURANCE PROGRAM AND WHO PERFORM WORK AT A DESIGNATED PROJECT SITE AS DEFINED IN THE DESIGNATED WORKPLACE EXCLUSION ENDORSEMENT (WC 00 03 02).

UNLESS OTHERWISE ENDORSED ON THIS POLICY, NO COVERAGE WILL BE PROVIDED TO VENDORS, SUPPLIERS, MATERIAL DEALERS, DEMOLITION, ABATEMENT CONTRACTORS, OR OTHER HAZARDOUS WASTE REMOVAL CONTRACTORS WHO VISIT, MAKE DELIVERIES TO OR WORK TEMPORARILY AT THE PROJECT SITE(S).

ZURICH

## INSTALLMENT PREMIUM SCHEDULE

The total premium shown in the Declarations of this policy is made payable in installments, on the dates and in the amounts shown below.

| NAMED INSURED | POLICY NUMBER | ENDORSEMENT NUMBER |
|---|---|---|
| THE BOARD OF REGENTS OF THE | WC 0183286-01 | |

| PAYMENT DUE | STANDARD PREMIUM | TOTAL PREMIUM |
|---|---|---|
| 08/16/18 | $ | $ |
| TOTAL | $ | $ |

Failure to pay the installment Premium by the Due Date shown shall constitute non-payment of premium for which we may cancel this policy.

# Workers Compensation and Employers Liability Insurance Policy

ZURICH

**Schedule of Insureds and Locations**

| Branch | Policy Number | Producer Code |
|---|---|---|
| ADDISON, TX 75001 | WC 0183286-01 | 36140-000 |

**SCHEDULE OF INSUREDS AND LOCATIONS**

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
FEIN: 174600023, SIC Code: 1542
210 W 7TH ST AUSTIN TX 78701

REFER TO MONTHLY REPORT IN FILE WHICH INCLUDES EACH PROJECT IDENTIFIED IN THE MARSH MONTHLY REPORT FOR THE UNIVERSITY OF TEXAS SYSTEM ROLLING OWNER CONTROLLED INSURANCE PROGRAM PHASE VII WITH COVERAGE FOR SUCH PROJECT BEGINNING ON THE NOTICE TO PROCEED DATE AS LISTED IN THE REPORT.

Issue Date: 08-01-2018

## WORKERS COMPENSATION CLASSIFICATION SCHEDULE

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

Policy Number WC 0183286-01

| ITEM 4. CLASSIFICATION OF OPERATIONS | | | PREMIUM BASIS | RATES | |
|---|---|---|---|---|---|
| LOC. | Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy. | Code No. | Total Estimated Annual Remuneration | Per $100 of Remuneration | Estimated Annual Premium |
| | THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM<br>FEIN # 17-4600023<br>NAIC CODE 236220<br><br>210 W 7TH ST<br>AUSTIN TX 78701 | | | | |
| | LANDSCAPE GARDENING & DRIVERS | 0042 | $ | | $ |
| | TREE PRUNING, SPRAYING, REPAIRING TRIMMING OR FUMIGATING & DRIVERS | 0106 | $ | | $ |
| | CARPET, RUG OR UPHOLSTERY CLEANING - SHOP OR OUTSIDE - & DRIVERS | 2581 | $ | | $ |
| | PIPE BENDING - ALUMINUM | 3111 | $ | | $ |
| | WELDING OR CUTTING NOC & DRIVERS | 3365 | $ | | $ |
| | MACHINE SHOP NOC | 3632 | $ | | $ |
| | COMPRESSOR STATION CONSTRUCTION & DRIVERS | 3719 | $ | | $ |
| | ELECTRICAL APPARATUS INSTALLATION OR REPAIR - OUTSIDE - & DRIVERS | 3724 | $ | | $ |
| | BOILER INSTALLATION OR REPAIR | 3726 | $ | | $ |
| | BLASTING - ROCK - SPECIALTY CONTRACTORS - & DRIVERS | 4000 | $ | | $ |
| | ANALYTICAL CHEMIST | 4511 | $ | | $ |
| | EXTERMINATOR & DRIVERS | 4519 | $ | | $ |
| | MASONRY NOC & DRIVERS | 5022 | $ | | $ |
| | IRON OR STEEL: ERECTION: FRAME - STRUCTURES | 5040 | $ | | $ |
| | PAINTING: STEEL STRUCTURES OR BRIDGES | 5041 | $ | | $ |
| | IRON OR STEEL: ERECTION: BOLTED TANKS & DRIVERS | 5057 | $ | | $ |
| | BURGLAR GUARDS OR BARS - INSTALLATION | 5070 | $ | | $ |
| | ALUMINUM DOOR, WINDOW AND FRAME INSTALLATION & DRIVERS | 5102 | $ | | $ |



See next page

## WORKERS COMPENSATION CLASSIFICATION SCHEDULE

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

Policy Number WC 0183286-01

| ITEM 4. CLASSIFICATION OF OPERATIONS | | | PREMIUM BASIS | RATES | |
|---|---|---|---|---|---|
| LOC. | Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy. | Code No. | Total Estimated Annual Remuneration | Per $100 of Remuneration | Estimated Annual Premium |
| | HOUSE FURNISHINGS INSTALLATION - NOC & UPHOLSTERING, DRIVERS | 5102 | | | $ |
| | ELEVATOR ERECTION OR REPAIR | 5160 | $ | | $ |
| | PLUMBING NOC & DRIVERS | 5183 | $ | | $ |
| | ELECTRICAL WIRING & DRIVERS | 5190 | $ | | $ |
| | ELECTRONIC BANK EQUIPMENT INSTALLATION & SERVICE | 5191 | $ | | $ |
| | CONCRETE OR CEMENT WORK - FLOORS DRIVEWAYS, SIDEWALKS, CURBS AND GUTTERS - & DRIVERS | 5200 | $ | | $ |
| | CONCRETE CONSTRUCTION - BRIDGES - & DRIVERS | 5203 | $ | | $ |
| | CONCRETE CONSTRUCTION NOC & DRIVERS | 5213 | $ | | $ |
| | PARKING AREAS AND DRIVEWAYS - CONSTRUCTION: ASPHALT - ALL OPERATIONS - & DRIVERS | 5220 | $ | | $ |
| | TILE, STONE, MOSAIC OR TERRAZZO WORK - INSIDE | 5348 | $ | | $ |
| | CARPENTRY NOC & DRIVERS | 5403 | $ | | $ |
| | CARPENTRY - INSTALLATION OF CABINET WORK OR INTERIOR TRIM - & DRIVERS | 5437 | $ | | $ |
| | LATHING & DRIVERS | 5443 | $ | | $ |
| | GLAZIER - AWAY FROM SHOP - & DRIVERS | 5462 | $ | | $ |
| | PLASTERING NOC & DRIVERS | 5474 | $ | | $ |
| | ACOUSTICAL MATERIAL INSTALLATION & DRIVERS | 5479 | $ | | $ |
| | PAPER HANGING & DRIVERS | 5491 | $ | | $ |
| | STREET OR ROAD CONSTRUCTION - ALL OPERATIONS & DRIVERS | 5506 | $ | | $ |
| | AIR CONDITIONING SYSTEMS - HEATING AND/OR COOLING: NOT PORTABLE: DUCT FABRICATION OR INSTALLATION & DRIVERS | 5536 | $ | | $ |
| | SHEET METAL WORK - OUTSIDE - NOC & DRIVERS | 5538 | $ | | $ |



See next page

## WORKERS COMPENSATION CLASSIFICATION SCHEDULE

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

Policy Number WC 0183286-01

| ITEM 4. CLASSIFICATION OF OPERATIONS | | | PREMIUM BASIS | RATES | |
|---|---|---|---|---|---|
| LOC. | Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy. | Code No. | Total Estimated Annual Remuneration | Per $100 of Remuneration | Estimated Annual Premium |
| | ROOFING - ALL KINDS - & DRIVERS | 5551 | $ | | $ |
| | CONTRACTOR - EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT | 5606 | $ | | $ |
| | PILE DRIVING & DRIVERS | 6003 | $ | | $ |
| | JETTY OR BREAKWATER CONSTRUCTION - ALL OPERATIONS TO COMPLETION - & DRIVERS | 6045 | $ | | $ |
| | DRILLING NOC & DRIVERS | 6204 | $ | | $ |
| | EXCAVATION NOC & DRIVERS | 6219 | $ | | $ |
| | IRRIGATION OR DRAINAGE SYSTEM CONSTRUCTION & DRIVERS | 6229 | $ | | $ |
| | SEWER CONSTRUCTION - ALL OPERATIONS - & DRIVERS | 6306 | $ | | $ |
| | GAS MAIN OR CONNECTION CONSTRUCTION & DRIVERS | 6319 | $ | | $ |
| | FENCE ERECTION - ALL TYPES | 6400 | $ | | $ |
| | TELECOMMUNICATIONS CONTRACTOR: SERVICE CONNECTIONS & DRIVERS | 7600 | $ | | $ |
| | TELECOMMUNICATIONS CONTRACTOR: INITIAL LINE INSTALLATION & DRIVERS | 7602 | $ | | $ |
| | SECURITY GUARD SERVICE & DRIVERS | 7720 | $ | | $ |
| | CONTRACTOR'S HEAVY EQUIPMENT REPAIR & DRIVERS | 8107 | $ | | $ |
| | CONTRACTOR'S PERMANENT YARD | 8227 | $ | | $ |
| | AIR FLOW BALANCING OF AIR CONDITIONING SYSTEMS | 8601 | $ | | $ |
| | SALESPERSONS, COLLECTORS OR MESSENGERS - OUTSIDE | 8742 | $ | | $ |
| | AUDITOR, ACCOUNTANT OR FACTORY COST OR OFFICE SYSTEMATIZER -TRAVELING | 8803 | $ | | $ |
| | EXECUTIVE OFFICERS NOC - PERFORMING CLERICAL OR OUTSIDE SALESPERSONS DUTIES ONLY | 8809 | $ | | $ |
| | CLERICAL OFFICE EMPLOYEES NOC | 8810 | $ | | $ |



See next page

## WORKERS COMPENSATION CLASSIFICATION SCHEDULE

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

Policy Number WC 0183286-01

| ITEM 4. CLASSIFICATION OF OPERATIONS | | | PREMIUM BASIS | RATES | |
|---|---|---|---|---|---|
| LOC. | Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy. | Code No. | Total Estimated Annual Remuneration | Per $100 of Remuneration | Estimated Annual Premium |
| | BUILDING SERVICE CONTRACTOR | 9014 | $ | | $ |
| | WINDOW CLEANING - BUILDING OVER TWO STORIES - & DRIVERS | 9170 | $ | | $ |
| | STREET CLEANING & DRIVERS | 9402 | $ | | $ |
| | CONSTRUCTION ELEVATOR OR HOD HOIST INSTALLATION, REPAIR OR REMOVAL & DRIVERS | 9529 | $ | | $ |
| | SIGN INSTALLATION, MAINTENANCE, REPAIR REMOVAL, OR REPLACEMENT NOC-AWAY FROM SHOP & DRIVERS | 9554 | $ | | $ |
| | TOTAL CLASS PREMIUM | | | | $ |
| | BLANKET WAIVER | 0930 | | | $ |
| | INCREASE LIMITS 1.4% | 9812 | | | $ |
| | TOTAL SUBJECT PREMIUM | | | | $ |
| | TOTAL MODIFIED PREMIUM | | | | $ |
| | STANDARD TOTAL | | | | $ |
| | LARGE DEDUCTIBLE -74.6905% | 9663 | | | $ |
| | EXPENSE CONSTANT | 0900 | | | $ |
| | TERRORISM .02 | 9740 | | | $ |
| | TOTAL ESTIMATED PREMIUM | | | | $ |
| | FINAL TOTAL | | | | $ |
| | POLICY TOTAL ESTIMATED COST | | | | $ |

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

## GENERAL SECTION

A. **The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. **Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. **Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. **State**

State means any state of the United States of America, and the District of Columbia.

E. **Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

## PART ONE
## WORKERS COMPENSATION INSURANCE

A. **How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

C. **We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. **Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other



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insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

## PART TWO
## EMPLOYERS LIABILITY INSURANCE

A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against


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such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. **Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. **We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.



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F. **Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. **Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. **Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

## PART THREE
## OTHER STATES INSURANCE

A. **How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. **Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

## PART FOUR
## YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal



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papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## PART FIVE
## PREMIUM

### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

### B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

### C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

### D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

### E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

### F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

### G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.



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## PART SIX
## CONDITIONS

A. **Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. **Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. **Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. **Cancelation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. **Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.



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# ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

**Schedule**

1. **Alternate Employer**

   THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

   **Address**

2. **State of Special or Temporary Employment**

   TX

## DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The policy does not cover work conducted at or from

ANY LOCATION EXCEPT THE CONFINES OF THE PROJECT SITE AS DESCRIBED BELOW:

ALL WORK CONDUCTED FROM THE CONSTRUCTION OPERATIONS ASSOCIATED WITH THE PROJECT(S) ENDORSED ONTO THIS POLICY OR THE FOLLOWING PROJECT(S) TO BE INCLUDED IN THE PROGRAM:

DESIGNATED PROJECT(S) REFER TO MONTHLY REPORT IN FILE WHICH INCLUDES EACH PROJECT IDENTIFIED IN THE MARSH MONTHLY REPORT FOR THE UNIVERSITY OF TEXAS SYSTEM ROLLING OWNER CONTROLLED INSURANCE PROGRAM PHASE VII WITH COVERAGE FOR SUCH PROJECT BEGINNING ON THE NOTICE TO PROCEED DATE AS LISTED IN THE REPORT.

"DESIGNATED PROJECT" MEANS:

THE PROJECT SHOWN IN THIS SCHEDULE, INCLUDING OPERATIONS ON THE PROJECT SITE OR LOCATION THAT ARE NECESSARY OR INCIDENTAL TO THE PROJECT AS DESCRIBED IN THE CONTRACT DOCUMENTS. "DESIGNATED PROJECT" INCLUDES THE WORK SITE(S) ASSOCIATED WITH SUCH "DESIGNATED PROJECT(S)" AND ANY OFF-SITE STAGING AREAS, SO LONG AS (1) THEY ARE DEDICATED SOLELY TO THE "DESIGNATED PROJECT(S)", AND (2) THE SPONSOR AGREES TO PROVIDE COVERAGE. ALSO INCLUDED ARE THOSE SOLELY DEDICATED AREAS IMMEDIATELY ADJACENT TO THE "DESIGNATED PROJECTS", INCLUDING BOUNDARIES OF LOCAL STREETS OR PUBLIC EASEMENT, IN WHICH THE ENROLLED SUBCONTRACTORS AT ANY TIER PERFORM WORK UNDER THEIR RESPECTIVE CONTRACTS.



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## NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.


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## PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

### PART FIVE
### PREMIUM

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**


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## TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act .If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

a. The act is an act of terrorism.

b. The act is violent or dangerous to human life, property or infrastructure.

c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.

d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss' means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:

   a. $100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.

   b. $120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.

   c. $140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.

   d. $160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.

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e. $180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.

f. $200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.

3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

**Schedule**

| State | Rate | Premium |
|---|---|---|
| TX | | $ |


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## TEXAS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

### GENERAL SECTION

B. **Who Is Insured** is amended to read:

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership or joint venture, and if you are one of its partners or members, you are insured, but only in your capacity as an employer of the partnership's or joint venture's employees.

D. **State** is amended to read:

State means any state or territory of the United States of America, and the District of Columbia.

### PART ONE—WORKERS COMPENSATION INSURANCE

E. **Other Insurance** is amended by adding this sentence:

This Section only applies if you have other insurance or are self-insured for the same loss.

F. **Payments You Must Make**

This Section is amended by deleting the words "workers compensation" from number 4.

H. **Statutory Provisions**

This Section is amended by deleting the words "after an injury occurs" from number 2.

### PART TWO—EMPLOYERS LIABILITY INSURANCE

C. **Exclusions**

Sections 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

Section 6 is amended to read:

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America, Mexico or Canada who is temporarily outside these countries.

D. **We Will Defend**

This Section is amended by deleting the last sentence.

### PART FOUR—YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

### PART FIVE—PREMIUM

A. **Our Manuals** is amended by adding this sentence:

In this part, "our manuals" means manuals approved or prescribed by the Texas Department of Insurance.

C. **Remuneration**

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.

E. **Final Premium**

Number 2 is amended to read:

2. If you cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.



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## PART SIX—CONDITIONS

A. **Inspection** is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.

C. **Transfer of Your Rights and Duties** is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

D. **Cancelation** is amended to read:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancelation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Department of Insurance—Division of Workers' Compensation.
3. Notice of cancelation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancelation or nonrenewal becomes effective, except that we may send the notice not later than the 10th day before the date on which the cancelation or nonrenewal becomes effective if we cancel or do not renew because of:
   a. Fraud in obtaining coverage;
   b. Misrepresentation of the amount of payroll for purposes of premium calculation;
   c. Failure to pay a premium when payment was due;
   d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;
   e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.
4. If another insurance company notifies the Texas Department of Insurance—Division of Workers' Compensation that it is insuring you as an employer, such notice must be a cancelation of this policy effective when the other policy starts.

Add the following to the policy:

## PART SEVEN—OUR DUTY TO YOU FOR CLAIM NOTIFICATION

A. **Claims Notification**

We are required to notify you of any claim that is filed against your policy. Thereafter we must notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Department of Insurance—Division of Workers' Compensation. You may, in writing, elect to waive this notification requirement.

We must, on the written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

## COMPLAINT NOTICE:



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## THE DISPUTE RESOLUTION PROCESS

**THIS DISPUTE RESOLUTION PROCESS DOES NOT APPLY TO WORKERS COMPENSATION CLAIMS.**

Proceed as follows if you have a dispute about your policy related to:

- Rates,
- The application or interpretation of rules contained in the various National Council on Compensation Insurance, Inc. (NCCI) manuals (including, but not limited to, classification codes and experience rating),
- Rating programs,
- Endorsements, or
- Forms.

First, contact the carrier that issued the policy and attempt to resolve the dispute directly. If the dispute is not directly resolved with the carrier, then contact NCCI, to ask for assistance through the dispute resolution process described in NCCI's ***Basic Manual***. You may obtain dispute resolution services only after you have made a reasonable attempt to first resolve the dispute directly with the carrier and have paid undisputed premium that may be due to the carrier.

Send your request for assistance by mail to NCCI, Dispute Resolution Services, 901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362; or by fax to 561-893-5043; or by email to regulatoryassurance @ ncci.com.

NCCI will first work with you and the carrier to try to resolve the dispute. If you are unable to resolve the dispute to your satisfaction with NCCI's help, then you may ask NCCI to refer the dispute to the Texas Appeals Board (Board). NCCI is the Administrator to the Texas Appeals Board, and a staff member from TDI, appointed by the Commissioner, serves as the chair of the Board.

Within 30 calendar days of the date that the Appeals Board issues a decision, the policyholder may appeal the decision to the Texas Department of Insurance. To appeal a decision of the Appeals Board, contact the Texas Department of Insurance, Office of the Chief Clerk, Mail Code 113-2A, P.O. Box 149104, Austin, TX 78714-9104; or by fax to 512-490-1064; or by email to chiefclerk@tdi.texas.gov.

**THIS NOTICE OF THE DISPUTE RESOLUTION PROCESS IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.**

## CLAIM COMPLAINT:

If there is a workers compensation claim complaint involving one of your employees, then contact the Texas Department of Insurance—Division of Workers' Compensation, System Monitoring and Oversight, 7551 Metro Center Drive, Suite 100, MS-8, Austin, TX 78742; or by fax to 512-490-1030; or by e-mail to DWC-ComplaintResolution@tdi.texas.gov.

**THIS NOTICE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.**



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## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. (☐) Specific Waiver
   Name of person or organization

   (☒) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   IF ANY

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCL


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## TEXAS—AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDORSEMENT

Section D of Part Five of the policy is replaced by the following provision:

### PART FIVE—PREMIUM

D. **Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The billing statement or invoice for audit additional premiums and/or retrospective additional premiums establishes the date that the premium is due.

ZURICH

# *Privacy Notice*

## *We Take Important Steps to Protect the Personal Information We Collect About You*

***Dear Customer:***

***rev. October 2016***

We care about your privacy. That is why we believe in your right to know what nonpublic personal information we collect about you and what we do with that information. This Privacy Notice describes the nonpublic personal information we collect about you and how we handle the information as it relates to individuals who either own or are covered by insurance we issue, or who use other financial products or services we provide.

| **Overview** | UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION |
|---|---|
| **Why are you receiving this Notice?** | Financial institutions, which include the Company, choose how they share your personal nonpublic information. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your nonpublic personal information. You are receiving this Privacy Notice because our records show either that you are the owner of an insurance policy or you are (or are authorized to act on behalf of) a current insured, future beneficiary and/or claimant under a policy, product or services issued by the Company. |
| **What types of Information do we collect?** | The types of nonpublic personal information we collect and share depend on the product or service you have with us. For example, this information can include:<br>• Information about you we receive from you on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, employment information, information about your income, medical information;<br>• Information about your transactions with the Company and its affiliates;<br>• Information about your claims history;<br>• Data from insurance support organizations, government agencies, insurance information sharing bureaus;<br>• Property information and similar data about you or your property; and<br>• Information we receive from a consumer reporting agency, such as a credit report.<br>When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice. |
| **What do we do with the nonpublic personal information we collect?** | WE SHARE YOUR NONPUBLIC PERSONAL INFORMATION IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS OR SERVICES, AS AUTHORIZED BY LAW, OR WITH YOUR CONSENT. THIS INCLUDES SHARING, AS PERMITTED BY LAW, YOUR NONPUBLIC PERSONAL INFORMATION WITH AFFILIATED PARTIES AND NONAFFILIATED THIRD PARTIES, AS APPLICABLE, IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS. IN THE SECTION BELOW, WE LIST THE REASONS WE CAN SHARE YOUR NONPUBLIC PERSONAL INFORMATION, WHETHER WE ACTUALLY SHARE YOUR NONPUBLIC PERSONAL INFORMATION, AND WHETHER YOU CAN OPT OUT OF THIS SHARING (OR IF YOU ARE A RESIDENT OF VERMONT, WHETHER YOU HAVE THE RIGHT TO OPT IN TO ALLOWING THIS SHARING). |


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| Reasons we may share your personal information | Does Company Share? | Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing?<br><br>[For residents of Vermont: Do you have the right to opt in to allow this sharing?] |
|---|---|---|
| **For our everyday business purposes** – to affiliates and non-affiliates to process your transactions, administer insurance coverage, products or services, maintain your account and report to credit bureaus | Yes | No |
| **For our marketing purposes or for joint marketing with other financial companies** | No | We don't share |
| **For our affiliates' everyday business purposes** – transaction and experience information | Yes | No |
| **For our affiliates' everyday business purposes** – creditworthiness | No | No |
| **For our affiliates to market to you** | Yes | No |
| **For non-affiliates to market to you** | No | We don't share |

| Collecting and safeguarding information | |
|---|---|
| **How often does the Company notify me about their practices?** | We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision. |
| **Why and how does the Company collect my nonpublic personal information?** | We collect nonpublic personal information when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services, and determine your insurability or other eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. We collect personal information from:<br>• Applications, forms and telephone, web site or written contact with you. This information can include social security number, driver's license number and income.<br>• Your transaction(s) with us, our affiliates and other non-affiliated third parties. Transactional information includes such things as your insurance coverage, premiums, claims and payment history. Non-affiliated third parties may include appraisers, investigators, insurance companies, etc.<br>• Information from physicians, hospitals and other medical providers. We collect this information only in connection with the issuance of individual or group insurance policies on your life or health, and with the processing and adjustment of claims under that insurance.<br>Information in a report prepared by an insurance support organization may be retained by that organization and provided to others. |
| **What nonpublic personal information does the Company disclose?** | We may provide to an affiliated or non-affiliated party the same nonpublic personal information listed above in the section entitled, "What information do we collect?". |
| **How does the Company safeguard my nonpublic personal information?** | Employees who have access to your nonpublic personal information are required to maintain and protect the confidentiality of that information. Access to your personal information may be needed to conduct business on your behalf or to service your insurance coverage. In addition, we maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards. |


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**FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEW JERSEY, NEVADA, NORTH CAROLINA, OHIO, OREGON, OR VIRGINIA:**

**You have the following individual rights under state law:**

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information you must submit a written request reasonably describing the information you seek, and send your written request to: Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com. If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information. If you request medical records, we may elect to supply that information to you through your designated medical professional. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, most of the recorded nonpublic personal information we collect about you and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once in writing, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about you that we have in our possession. You must make your request in writing and send your written request to: Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

**FOR RESIDENTS OF MASSACHUSETTS ONLY:** You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

| **Key words and phrases** | TERMS YOU SHOULD KNOW |
|---|---|

| **Definitions** | |
|---|---|
| **Everyday business purposes** | The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as:<br>• Processing transactions, mailing and auditing services<br>• Administering insurance coverage, product, services or claims<br>• Providing information to credit bureaus<br>• Protecting against fraud<br>• Responding to court/governmental orders or subpoenas and legal investigations<br>• Responding to insurance regulatory authorities |
| **Affiliates** | Financial or nonfinancial companies related by common ownership or control.<br>• *Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.* |
| **Non-affiliates** | Financial or nonfinancial companies not related by common ownership or control. We do not rent or sell your nonpublic personal information. However, we may share your information with companies that we hire to perform business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we disclose information to others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the business services.<br>• *Company does not share information with non-affiliates to market to you.* |
| **Joint marketing** | A formal agreement between non-affiliated financial companies that together market financial products or services to you.<br>• *Company does not jointly market.* |

| **Changes to this Privacy Notice; contact us** | We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. |
|---|---|


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| | |
|---|---|
| | We will notify you of material changes.<br><br>If you have any questions about your contract with us, you should contact your agent.<br><br>If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com. |

This Privacy Notice is sent on behalf of the following affiliated companies:

*American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (hereinafter individually and collectively referred to as "Company").*


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## LARGE DEDUCTIBLE ENDORSEMENT

Insurance for this coverage part provided by: ZURICH AMERICAN INSURANCE COMPANY

**Named Insured:** THE BOARD OF REGENTS OF THE

**Policy Number:** WC 0183286-01

**Effective Date of Endorsement:** 08-01-2018

**Expiration Date:** 08-01-2019

This deductible endorsement applies between you and us. It does not affect or alter the rights of the policy. You will reimburse us for the deductible amounts that we pay on your behalf. This endorsement will remain in effect on renewals of this policy unless specifically not made a part of such or replaced by a similar endorsement.

**States Covered:** TX

### SCHEDULE

| Coverage | | Deductible Amount/Basis |
|---|---|---|
| Workers Compensation Bodily Injury By Accident: | $ | each accident |
| Workers Compensation Bodily Injury By Disease: | $ | each claim |
| Employers Liability Bodily Injury By Accident: | $ | each accident |
| Employers Liability Bodily Injury By Disease | $ | each claim |

**Allocated Loss Adjustment Expense (ALAE)** Select One:

Option 1. X ALAE is reimbursed and included in Deductible Amount

Option 2. ALAE is reimbursed in addition to Deductible Amount

Option 3 ALAE is not reimbursed

**A. How This Deductible Applies**

**1.** You agree to reimburse us for:

**a.** Each Accident/each Claim, up to the deductible amount shown in the Schedule above, for the total of:

**(1)** All benefits required of you by the Workers Compensation Law (including benefits payable under Other States Insurance or under any endorsement) and any Federal Act; plus

**(2)** All sums you must pay as damages under Employers Liability Insurance and any Federal Act; plus

**b.** All "allocated loss adjustment expense" as respects any "claim" or suit:

**(1)** As a part of the total of 1.above when you have elected Option 1, "ALAE is reimbursed and included in the deductible amount" in the Schedule above; or

**(2)** In addition to and not limited by the deductible amount when you have elected Option 2. "ALAE is reimbursed and in addition to the deductible amount", in the Schedule above..

**c.** All assessments we incur related to the deductible amount.

**2.** All claims for benefits or damages because of bodily injury by the same or related diseases to any one person will be considered as one claim when determining how the deductible amounts apply. Included are filings by your employee for such benefits with an agency authorized by law, and a suit or other proceeding brought by your employee for such benefits or damages. "By your employee"

includes such action taken by others legally entitled to do so on his or her behalf.

**B. Effect of Deductible on Limits of Liability**

1. With respect to the Employers Liability Insurance provided by this policy, the applicable, "each claim", "each accident", or other similar amount of reimbursement is reduced by the sum of all damages within applicable deductible amount shown.

   The payment of "allocated loss adjustment expense" will not affect the amount of reimbursement. This provision applies whether the Employers Liability Insurance is provided by Part Two or by an endorsement to this policy.

2. In the event of a claim, our obligation to pay is the amount available for benefits or damages that remains after the application of the specific loss reimbursement amount.

**C. Definitions**

1. "Claim" means a written demand you receive for:

   a. Benefits required of you by a Workers Compensation law; or

   b. Damages covered by this policy.

2. "Allocated loss adjustment expense" means claim adjustment expense directly allocated by us to a particular "claim". Such expense shall include, but shall not be limited to: attorney's fees; independent adjusters fees; court and alternative dispute resolution costs; medical examinations; expert medical or other testimony; autopsies; witnesses and summonses; copies of documents; arbitration fees; surveillance; appeal bond costs and appeal filing fees; pre and post judgement interest; and medical cost containment expenses. Such expenses shall not include cost of investigation, the salaries and traveling expenses of our employees, other than those salaried employees who preform services which can be directly allocated to the handling of a particular claim.

**D. Conditions**

1. **Subrogation**

   We have your rights and the rights of persons entitled to the benefits of this insurance to recover losses that are reimbursable under this endorsement and any deductible amount from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

   If we recover any payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us on this injury in excess of the deductible amount; only then will the remainder of that recovery, if any, be applied to reduce the deductible amount paid or reimbursed or reimbursable by you on this injury.

2. **Cancellation**

   You must:

   a. Promptly pay us all amounts for which you are responsible under this endorsement; and

   b. Reimburse us for any such amounts that we pay upon receipt of a billing from us.

   If you fail to do so, we will cancel either this endorsement or this policy by provisions of statute.

   If this policy or endorsement is cancelled we will abide by the statutory provisions which govern this policy and return the premium less uncollected advances paid for losses within the deductible including "allocated loss adjustment expenses."

3. **Your Duties**

   a. The first Named Insured shown on the Information Page is authorized to pay all deductible amounts on behalf of all Named Insureds and to reimburse us for any such amounts that we advance.

   b. Each Named Insured is jointly and severally liable for all deductible amounts under this policy.

4. **Other Rights and Duties (Ours and Yours)**

   All other terms of this policy, including those which govern:

   a. Our right and duty to defend any "claim", proceeding or suit against you; and

   b. Your duties, if injury occurs;

   apply regardless of application of this deductible endorsement.

# Workers Compensation and Employers Liability Insurance Policy

ZURICH

ZURICH AMERICAN INSURANCE COMPANY
A stock insurance company
A member company of Zurich North America

Administrative office:
Zurich Towers
1299 Zurich Way
Schaumburg, Illinois 60195-1056

Insured

THE BOARD OF REGENTS OF THE
(SEE NAMED INSURED ENDORSEMENT)
210 W 7TH ST
AUSTIN, TX 78701

Producer

MARSH USA INC
1717 MAIN ST STE 4400
COMERICA BANK TOWER
DALLAS TX 75201-7343

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

Mark E. Kimpfer

President

Secretary

**ENDORSEMENT**

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

| Named Insured | Policy Number |
|---|---|
| THE BOARD OF REGENTS OF THE | WC 0183286-01 |

CANCELLATION AND NON-RENEWAL NOTICE ENDT

PART SIX - CONDITIONS, PARAGRAPH D.2. IS REPLACED BY THE FOLLOWING:

D. CANCELLATION

2. WE MAY CANCEL THIS POLICY. WE MUST MAIL OR DELIVER TO YOU NOT LESS THAN (90) DAYS ADVANCE WRITTEN NOTICE STATING WHEN THE CANCELLATION IS TO TAKE EFFECT EXCEPT FOR CANCELLATION FOR NON-PAYMENT OF PREMIUM. IF WE CANCEL THIS POLICY FOR NON-PAYMENT OF PREMIUM WE MUST MAIL OR DELIVER TO YOU NOT LESS THAN (10) DAYS ADVANCE WRITTEN NOTICE. MAILING THAT NOTICE TO YOU AT YOUR MAILING ADDRESS SHOWN IN ITEM 1 OF THE INFORMATION PAGE WILL BE SUFFICIENT TO PROVE NOTICE.

PART SIX - CONDITIONS, PARAGRAPH F. IS ADDED:

F. NON-RENEWAL NOTICE

WE WILL MAIL OR DELIVER TO YOU NOT LESS THAN (90) DAYS ADVANCE WRITTEN NOTICE OF OUR INTENTION TO NON-RENEW THIS POLICY. MAILING THAT NOTICE TO YOU AT YOUR MAILING ADDRESS SHOWN IN ITEM 1 OF THE INFORMATION PAGE WILL BE SUFFICIENT TO PROVE NOTICE.

**ENDORSEMENT**

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

| Named Insured | Policy Number |
|---|---|
| THE BOARD OF REGENTS OF THE | WC 0183286-01 |

KNOWLEDGE OF INJURY

PART FOUR - YOUR DUTIES IF INJURY OCCURS IS REPLACED BY THE FOLLOWING:

PART FOUR
YOUR DUTIES IF INJURY OCCURS

TELL US AT ONCE IF INJURY OCCURS THAT MAY BE COVERED BY THIS POLICY. KNOWLEDGE OF AN INJURY BY AN AGENT, SERVANT OR EMPLOYEE OF AN INSURED SHALL NOT IN ITSELF CONSTITUTE YOUR KNOWLEDGE UNLESS YOUR OFFICER, MANAGER OR PARTNER HAS RECEIVED NOTICE OF THE INJURY. YOUR OTHER DUTIES ARE LISTED HERE:

1. PROVIDE FOR IMMEDIATE MEDICAL AND OTHER SERVICES REQUIRED BY THE WORKERS COMPENSATION LAW.
2. GIVE US OR OUR AGENT THE NAMES AND ADDRESSES OF THE INJURED PERSONS AND OF WITNESSES, AND OTHER INFORMATION WE MAY NEED.
3. PROMPTLY GIVE US ALL NOTICES, DEMANDS AND LEGAL PAPERS RELATING TO THE INJURY, CLAIM, PROCEEDING OR SUIT.
4. COOPERATE WITH US AND ASSIST US, AS WE MAY REQUEST, IN THE INVESTIGATION, SETTLEMENT OR DEFENSE OF ANY CLAIM, PROCEEDING OR SUIT.
5. DO NOTHING AFTER AN INJURY OCCURS THAT WOULD INTERFERE WITH OUR RIGHT TO RECOVER FROM OTHERS.
6. DO NOT VOLUNTARILY MAKE PAYMENTS, ASSUME OBLIGATIONS OR INCUR EXPENSES, EXCEPT AT YOUR OWN COST.

**ENDORSEMENT**

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

| Named Insured | Policy Number |
|---|---|
| THE BOARD OF REGENTS OF THE | WC 0183286-01 |

SOLE AGENT FOR INSUREDS

IT IS AGREED THAT THIS POLICY IS ISSUED AT THE DIRECTION OF THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, WHICH SHALL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF PREMIUMS AND LOSSES UNDER THE DEDUCTIBLE AMOUNT AS OUTLINED IN THE POLICY AND SHALL HAVE OTHER POLICY RIGHTS TO ACT ON BEHALF OF INSUREDS. THE INSUREDS HAVE ASSIGNED TO THE FIRST NAMED INSURED:

1. THE RIGHTS, TITLE, AND INTEREST TO RECEIVE ANY AND ALL RETURN OF PREMIUM, DIVIDENDS, DISCOUNTS OR OTHER ADJUSTMENTS; AND
2. THE RIGHT TO REQUEST CANCELLATION OF THE POLICY; AND
3. AUTHORIZATION TO ACT ON THEIR BEHALF AS RESPECTS CHANGES TO ANY PROVISIONS OF THIS INSURANCE POLICY.

WE CONSENT TO SUCH ASSIGNMENT OF RIGHTS, TITLE AND INTEREST.

OTHER TERMS

ALL OTHER TERMS AND CONDITIONS OF THE POLICY NOT CHANGED BY THE PROVISIONS OF THIS ENDORSEMENT CONTINUE TO APPLY AS CURRENTLY WRITTEN.

**ENDORSEMENT**

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

| Named Insured | Policy Number |
| --- | --- |
| THE BOARD OF REGENTS OF THE | WC 0183286-01 |

NOTICE OF OCCURRENCE

IF YOU REPORT AN INJURY TO ANOTHER INSURER AND LATER DISCOVER THAT YOU SHOULD HAVE REPORTED THE INJURY TO US, WE WILL NOT CONSIDER YOUR FAILURE TO REPORT THE INJURY EARLIER A VIOLATION OF YOUR DUTIES IF INJURY OCCURS AS LONG AS YOU GIVE US NOTICE AS SOON AS YOU ARE AWARE THAT THE INJURY SHOULD HAVE BEEN REPORTED TO US.

**ENDORSEMENT**

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

| Named Insured | Policy Number |
| --- | --- |
| THE BOARD OF REGENTS OF THE | WC 0183286-01 |

UNINTENTIONAL ERROR OR OMISSIONS ENDT

ANY UNINTENTIONAL ERROR OR OMISSION IN THE DESCRIPTION OF, OR FAILURE TO COMPLETELY DESCRIBE, ANY HAZARDS, PREMISES OR OPERATIONS INTENDED TO BE COVERED BY THIS POLICY, SHALL NOT INVALIDATE THE COVERAGE AFFORDED BY THIS POLICY.

YOU MUST NOTIFY US AS SOON AS POSSIBLE AFTER THE DISCOVERY OF ANY HAZARDS OR ANY OTHER INFORMATION THAT WAS NOT PROVIDED TO US PRIOR TO THE ACCEPTANCE OF THE POLICY.

THIS PROVISION DOES NOT AFFECT OUR RIGHT TO CHARGE ADDITIONAL PREMIUM FOR ADDITIONAL EXPOSURE OR CANCEL OR NON-RENEW THE POLICY.

# Combined Aggregate Deductible Schedule

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. |
|---|---|---|
| WC 0183286-01 | 08-01-2018 | 08-01-2019 |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement provides supplementary information to be used with the following:

**Business Auto Coverage Form**
**Commercial General Liability Coverage Part**
**Employee Benefits Liability Coverage Part**
**Garage Coverage Form**
**Liquor Liability Coverage Part**
**Motor Carrier Coverage Form**
**Stop Gap – Employers Liability Coverage Part**
**Truckers Coverage Form**
**Workers Compensation and Employers Liability Policy**

| The Combined Aggregate Deductible is adjustable and determined as the sum of the rate(s) multiplied by the final audited Exposure(s). | Estimated Exposure | Rate | Per | Of (Exposure Basis) |
|---|---|---|---|---|
| | | | | CONSTRUCTION VALUE |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

The Deductible Amounts for the policies listed here will be combined with this policy for the application of the Combined Aggregate Deductible Amount.

Policy Number(s):

| | | | |
|---|---|---|---|
| GLO0183287-00 | | | |
| | | | |
| | | | |
| | | | |

| | |
|---|---|
| Combined Aggregate Deductible Amount | $ |
| Minimum Combined Aggregate Deductible Amount | $ |

ZURICH

# Texas Important Notice

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

**1-800-382-2150**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

**1-800-382-2150**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

# Sanctions Advisory Notice to Policyholders

ZURICH

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to global sanctions, which may include any of the following:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers.

**Please read this Notice carefully.**

We shall not provide coverage, make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED**

# SANCTIONS EXCLUSION ENDORSEMENT

ZURICH

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

**Insured Name:** THE BOARD OF REGENTS OF THE UN
**Policy Number:** GLO 0183287-00
**Effective Date:** 08/01/2017

ZURICH

**THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.**

# DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

**SCHEDULE***

| Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA: |
|---|
| General Liability |

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

**B. Disclosure of Federal Participation in Payment of Terrorism Losses**

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share:

January1, 2015 – December 31, 2015 federal share: 85%

January1, 2016 – December 31, 2016 federal share: 84%

January1, 2017 – December 31, 2017 federal share: 83%

January1, 2018 – December 31, 2018 federal share: 82%

January1, 2019 – December 31, 2019 federal share: 81%

January1, 2020 – December 31, 2020 federal share: 80%

**C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations**

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

**D. Availability**

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

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**E. Definition of Act of Terrorism under TRIA**

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

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# CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

| Insureds Name | Policy Number | Effective Date | Endorsement Number |
|---|---|---|---|
| THE BOARD OF REGENTS OF THE UN | GLO 0183287-00 | 08/01/2017 | |

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies your insurance:

**A. Cap on Losses From Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed $100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

**B. Application of Other Exclusions**

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

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Includes copyrighted material of Insurance Services Office, Inc., with its permission.

# Disclosure Statement

It is our pleasure to present the enclosed policy to you
for presentation to your customer.

**INSTRUCTION TO AGENT OR BROKER:**

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

# Disclosure Statement

ZURICH

**NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION**

If you want to learn more about the compensation Zurich pays agents and brokers visit:

http://www.zurichnaproducercompensation.com

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company

and its underwriting subsidiaries.

ZURICH

**COMMERCIAL INSURANCE**

**COMMON POLICY DECLARATIONS**

Policy Number GLO 0183287-00 Renewal of Number NEW

Named Insured and Mailing Address

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM
210 W 7TH ST
AUSTIN TX 78701

Producer and Mailing Address

MARSH USA INC
1717 MAIN ST STE 4400
COMERICA BANK TOWER
DALLAS TX 75201-7343

Producer Code 36140-000

Policy Period: Coverage begins 08-01-2017 at 12:01 A.M.; Coverage ends 08-01-2023 at 12:01 A.M.

The name insured is ☐ Individual ☐ Partnership ☒ Corporation
☐ Other:

This insurance is provided by one or more of the stock insurance companies which are members of the Zurich-American Insurance Group. The company tha provides coverage is designated on each Coverage Part Common Declarations. The company or companies providing this insurance may be referred to in this policy as "The Company", we, us, or our. The address of the companies of the Zurich-American Insurance Group are provided on the next page.

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE(S):**

GENERAL LIABILITY COVERAGE PREMIUM $
issued by ZURICH AMERICAN INSURANCE COMPANY

**THIS PREMIUM MAY BE SUBJECT TO AUDIT.** **TOTAL** $
This premium does not include Taxes and Surcharges. SEE INSTALLMENT SCHEDULE

**Taxes and Surcharges** **TOTAL** $

The Form(s) and Endorsement(s) made a part of this policy at the time of issue are listed on the **SCHEDULE of FORMS and ENDORSEMENTS.**

Countersigned this day of

Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S), FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**Policy Number**
**GLO 0183287-00**

## SCHEDULE OF FORMS AND ENDORSEMENTS

**Zurich American Insurance Company**

Named Insured THE BOARD OF REGENTS OF THE

Effective Date: 08-01-17
12:01 A.M., Standard Time

Agent Name MARSH USA INC

Agent No. 36140-000

COMMON POLICY FORMS AND ENDORSEMENTS

| | | |
|---|---|---|
| U-GU-1191-A CW | 03-15 | SANCTIONS EXCLUSION ENDORSEMENT |
| U-GU-630-D CW | 01-15 | DISCLOSURE OF INFO RELATING TO TRIA |
| U-GU-767-B CW | 01-15 | CAP ON LOSS FROM CERTIFIED ACTS OF TERR |
| U-GU-D-310-A | 01-93 | COMMON POLICY DECLARATIONS |
| U-GU-619-A CW | 10-02 | SCHEDULE OF FORMS AND ENDORSEMENTS |
| U-GU-319-F | 01-09 | IMPORTANT NOTICE - IN WITNESS CLAUSE |
| U-GU-406-B | 07-15 | INSTALLMENT PREMIUM SCHEDULE |
| U-GU-1016-A CW | 06-10 | KNOWLEDGE BY POSITION OR DEPARTMENT |
| IL 00 17 | 11-98 | COMMON POLICY CONDITIONS |
| IL 00 21 | 09-08 | NUCLEAR ENERGY LIABILITY EXCLUSION ENDT |
| IL 01 68 | 03-12 | TEXAS CHANGES-DUTIES |
| IL 02 75 | 11-13 | TEXAS CHANGES-CANC & NONRENL |
| IL 00 03 | 09-08 | CALCULATION OF PREMIUM |
| U-GU-D-639-A CW | 07-07 | COMBINED AGGREGATE DEDUCTIBLE SCHEDULE |

GENERAL LIABILITY FORMS AND ENDORSEMENTS

| | | |
|---|---|---|
| U-GL-1517-B CW | 04-13 | RECORD OR DISTRB OF MATRL OR INFO EXCL |
| U-GL-1520-A CW | 08-12 | PREM & RPTS AGRMNT- COMP RTD-CNST-WRAPUP |
| U-GL-1522-A CW | 03-13 | PRIMARY & NONCONTRIB DESIG PROJ WRAP-UP |
| U-GL-922-B CW | 12-01 | NOTICE OF ERROR IN CLAIM REPORTING ENDT |
| U-GL-923-B CW | 06-04 | SILICA OR SILICA MIXED DUST EXCLUSION |
| U-GL-D-1115-B CW | 09-04 | COMMERCIAL GL COVERAGE PART DECLARATIONS |
| U-GL-1364-A CW | 09-08 | FELLOW EMPL CVG-DESGNTD EMPLYS/POSITIONS |
| U-GL-D-1306-B CW | 01-13 | DESIGNATED PROJECT-DECLARATIONS |
| CG 00 01 | 04-13 | COMMERCIAL GENERAL LIABILITY COV FORM |
| U-GL-1114-A CW | 10-02 | NAMED INSURED - OCIP |
| U-GL-1114-A CW | 10-02 | EXTENDED ONGOING OPERATIONS COVERAGE |
| U-GL-1114-A CW | 10-02 | NOTICE OF OCCURRENCE |
| U-GL-1114-A CW | 10-02 | EXTENDED COMPLETED OPERATIONS |
| U-GL-1114-A CW | 10-02 | SUDDEN & ACCIDENTAL POLLUTION |
| U-GL-1054-A CW | 12-01 | UNINTENTIONAL FAILURE TO DISCLOSE HAZARD |
| UGL1171ACW | 07-03 | FUNGI OR BACTERIA EXCLUSION |
| U-GL-1175-F CW | 04-13 | ADDL INSD-AUTO-OWNERS LESSEES CONTRACTR |
| U-GL-1180ACW | 09-03 | LIMITED CONTRACTUAL LIABILITY |
| U-GL-1265-B CW | 07-15 | EXCL-EXTERIOR INSULATION & FINISH SYSTEM |
| U-GL-1298-C CW | 08-08 | EARLIER NOTICE OF CANCEL OR NON-RENEWAL |
| U-GL-1336-B CW | 10-07 | COMBINED AGGREGATE DEDUCTIBLE |
| U-GL-1342-A CW | 10-07 | LEAD LIABILITY EXCLUSION |
| U-GL-1178ACW | 07-03 | ASBESTOS EXCLUSION ENDORSEMENT |
| U-GL-1299-A CW | 02-07 | SOLE AGENT FOR INSUREDS |
| U-GL-1300-A CW | 01-07 | JOINT DEFENSE - WRAP-UP |
| U-GL-1301-B CW | 04-11 | DAMAGE TO THE PROJECT EXCLUSION |
| U-GL-1305-A CW | 02-07 | LIMITATION OF COV TO DESIGNATED PROJECTS |
| U-GL-1310-A CW | 02-07 | DESIGNATED PROJECTS-GENERAL AGGRGATE LMT |
| U-GL-1313-A CW | 02-07 | AMENDMNT OF LIMITS-PRODUCT-COMPLETED OPS |
| CG 01 03 | 06-06 | TX CHANGES-CONDITIONS REQUIRING NOTICE |
| CG 04 37 | 05-14 | ELECTRONIC DATA LIABILITY ENDORSEMENT |
| CG 21 65 | 12-04 | TOTAL POLLUTION EXCL-WITH EXCEPTIONS |
| CG 22 79 | 04-13 | EXCL-CONTRACTORS-PROF LIAB |
| CG 24 04 | 05-09 | WAIVER OF TRANSFER RIGHTS OF RECOVERY |
| CG 24 17 | 10-01 | CONTRACTUAL LIABILITY - RAILROADS |
| CG 26 39 | 12-07 | TX CHANGES-EMPLOY RELATED PRACTICES EXCL |

# Important Notice – In Witness Clause

ZURICH

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

President

Corporate Secretary

**QUESTIONS ABOUT YOUR INSURANCE?** Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
**1-800-382-2150** (Business Hours: 8am - 4pm [CT])
**Email**: info.source@zurichna.com

ZURICH

## INSTALLMENT PREMIUM SCHEDULE

The total premium shown in the Declarations of this policy is made payable in installments, on the dates and in the amounts shown below.

| NAMED INSURED | POLICY NUMBER | ENDORSEMENT NUMBER |
|---|---|---|
| THE BOARD OF REGENTS OF THE | GLO 0183287-00 | |

Typed: **SPECIAL BILL**

| PAYMENT DUE | STANDARD PREMIUM | TOTAL PREMIUM |
|---|---|---|
| 09/11/17 | $ | $ |
| TOTAL | $ | $ |

Failure to pay the installment Premium by the Due Date shown shall constitute non-payment of premium for which we may cancel this policy.

# Knowledge by Position or Department

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem. | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 0183287-00 | 08/01/2017 | 08/01/2023 | | 36140000 | **INCL** | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Part**
**Commercial General Liability Coverage Part**
**Liquor Liability Coverage Part**
**Products/Completed Operations Liability Coverage Part**
**Railroad Protective Liability Coverage Part**

**SCHEDULE**

| | |
|---|---|
| **Position or Department:** | PROJECT MGR/RISK MGR, OR SAFETY DIRECTOR |
| | |
| | |
| | |

The following Condition is added:

**Knowledge By Your Employee**

1. Knowledge of an "accident", "occurrence", offense, "injury", claim, "suit" or loss by your employee will not in and of itself be considered your knowledge of the "accident", "occurrence", offense, "injury", claim, "suit" or loss unless an employee who:
   **a.** Holds a position; or
   **b.** Is a member of a department;
   shown in the Schedule of this endorsement receives such knowledge.
2. This endorsement does not apply unless the Schedule of this endorsement indicates at least one Position or Department.

All other terms and conditions of this policy remain unchanged.



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# COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

**A. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**C. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

**D. Inspections And Surveys**

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**E. Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

**1.** The insurance does not apply:

**A.** Under any Liability Coverage, to "bodily injury" or "property damage":

**(1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

**(2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B.** Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

**C.** Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

**(1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

**(2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

**(3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2.** As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".


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"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

**(a)** Any "nuclear reactor";

**(b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the **Duties** Condition:

We will notify the first Named Insured in writing of:

1. An initial offer to settle a claim made or "suit" brought against any insured ("insured") under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured ("insured") under this coverage. The notice will be given not later than the 30th day after the date of the settlement.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

**2.** We may cancel this policy:

**a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.


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**b.** For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:

**(1)** If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

**(2)** If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:

**(a)** Fraud in obtaining coverage;

**(b)** Failure to pay premiums when due;

**(c)** An increase in hazard within the control of the insured which would produce an increase in rate;

**(d)** Loss of our reinsurance covering all or part of the risk covered by the policy; or

**(e)** If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

**c.** For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:

**(1)** If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.

**(2)** If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:

**(a)** If the first Named Insured does not pay the premium or any portion of the premium when due;

**(b)** If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;

**(c)** If the Named Insured submits a fraudulent claim; or

**(d)** If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

**B.** The following condition is added and supersedes any provision to the contrary:

**Nonrenewal**

**1.** We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

**2.** This paragraph, **2.**, applies unless the policy qualifies under Paragraph **3.** below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

**3.** If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

**a.** The first Named Insured; and

**b.** Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

**4.** If notice is mailed, proof of mailing will be sufficient proof of notice.

**5.** The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.


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# Combined Aggregate Deductible Schedule

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. |
|---|---|---|
| GLO 0183287-00 | 08-01-2017 | 08-01-2023 |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement provides supplementary information to be used with the following:

**Business Auto Coverage Form**
**Commercial General Liability Coverage Part**
**Employee Benefits Liability Coverage Part**
**Garage Coverage Form**
**Liquor Liability Coverage Part**
**Motor Carrier Coverage Form**
**Stop Gap – Employers Liability Coverage Part**
**Truckers Coverage Form**
**Workers Compensation and Employers Liability Policy**

| The Combined Aggregate Deductible is adjustable and determined as the sum of the rate(s) multiplied by the final audited Exposure(s). | Estimated Exposure | Rate | Per | Of (Exposure Basis) |
|---|---|---|---|---|
| | | | | CONSTRUCTION VALUE |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

The Deductible Amounts for the policies listed here will be combined with this policy for the application of the Combined Aggregate Deductible Amount.

Policy Number(s):

| | | | |
|---|---|---|---|
| WC 0183286-00 | | | |
| | | | |
| | | | |
| | | | |

| | |
|---|---|
| Combined Aggregate Deductible Amount | $ |
| Minimum Combined Aggregate Deductible Amount | $ |

ZURICH

# Texas Important Notice

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

**1-800-382-2150**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

**1-800-382-2150**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

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**Important Notice**

# Texas Safety Consultation Services

Zurich in North America has loss control services available at no additional charge.

If you would like additional information regarding these services, please contact us or visit our website. If you would like to request services, please complete the information on this form and mail it to the address listed below.

Zurich Services Corporation
Risk Engineering
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-982-5964
http://www.zurichna.com/riskengineering

☐ I request additional safety and health services

Company name

Contact name

Address

City | State | Zip code

Telephone number | Policy number

# Recording And Distribution Of Material Or Information In Violation Of Law Exclusion

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 0183287-00 | 08/01/2017 | 08/01/2023 | | 36140000 | INCL | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Exclusion **q. Recording And Distribution Of Material Or Information In Violation Of Law** of Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" directly or indirectly arising out of or based upon any action or omission that violates or is alleged to violate:

**(1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

**(2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

**(3)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

**(4)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the printing, dissemination, disposal, monitoring, collecting, recording, use of, sending, transmitting, communicating or distribution of material or information.

**B.** Exclusion **p. Recording And Distribution Of Material Or Information In Violation Of Law** of Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" directly or indirectly arising out of or based upon any action or omission that violates or is alleged to violate:

**(1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

**(2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

**(3)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or



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(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the printing, dissemination, disposal, monitoring, collecting, recording, use of, sending, transmitting, communicating or distribution of material or information.

All other terms and conditions of this policy remain unchanged.



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# Premium And Reports Agreement – Composite Rated Policies – Controlled Insurance Program

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 0183287-00 | 08/01/2017 | 08/01/2023 | | 36140000 | INCL | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

**Bases of Premium (select one):**

☐ **Per $100 of "Construction Value"**

☐ **Per $1,000 of "Construction Value"**

☐ **Per $100 of "Worker's Compensation payroll"**

☐ **Per $1,000 of "Worker's Compensation payroll"**

**Described Classification, Estimated Exposure, Composite Rate, Estimated Premium:**

| Described Classification | Estimated Exposure | Composite Rate | Estimated Premium |
|---|---|---|---|
| CONSTRUCTION VALUE - PREM OPS | | | |
| CONSTRUCTION VALUE - PRODUCTS | | | |
| TOTAL RATE / PREMIUM | | | |
| TERRORISM ( OF GL PREMIUM) | | | |
| TOTAL PREMIUM | | | |
| | | | |
| | | | |

**Advance /Deposit Premium: $**

**Minimum Premium: $**



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Paragraph **5. Premium Audit** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

**5. Premium Audit**

**a.** We will compute all premiums for this Coverage Part according to the Composite Rate(s) shown in the Schedule of this endorsement or attached hereto. We will compute the final premium due when we determine the actual exposures at the time of final audit. This endorsement does not include any terrorism premium. Any terrorism premium associated with this Coverage Part will be charged for and shown separately.

**b.** The first Named Insured shall pay the Advance / Deposit Premium shown in the Schedule of this endorsement on or before the first day of the policy period. In addition, the first Named Insured shall pay, within 20 days following the date of mailing or delivery of a statement of interim audited premium, any additional earned premium that we compute during any interim audit conducted by us during the policy period.

**c.** Within 180 days after the expiration date of the policy, we will conduct a final audit, which shall not be waived. We will compute the earned premium for the policy period by multiplying the Composite Rate for each Described Classification shown in the Schedule of this endorsement by the actual exposures as determined by such final audit. If the resulting earned premium is greater than the sum of the Advance / Deposit Premium shown in the Schedule and any interim audited premium, the first Named Insured shall pay us the excess; if less, we will return the unearned premium to the first Named Insured. However, the earned premium will not be less than the Minimum Premium shown in the Schedule. If no Minimum Premium is shown in the Schedule, such Minimum Premium shall be equal to the Advance / Deposit Premium shown in the Schedule.

**d.** The first Named Insured, all enrolled contractors and all enrolled subcontractors must keep records of the information we need for premium computation and send us copies at such times as we may request.

**e.** Solely with respect to this endorsement, the Composite Rate(s) applies Per $100 of Bases of Premium or Per $1,000 of Bases of Premium as indicated in the Schedule of this endorsement.

**f.** Solely with respect to this endorsement, the following items are defined:

**(1)** "Construction value":

**(a)** Means the gross amount of monies paid in connection with the "designated project(s)", including all amounts paid to enrolled contractors and enrolled subcontractors.

**(b)** Does not include:

**(i)** Insurance costs and fees, construction manager fees; land acquisition costs, architects, engineers and other design consultant fees, and costs associated with regulatory permits and approvals. However, if such costs and fees are used to determine the Advance / Deposit Premium shown in the Schedule of this endorsement at the beginning of the policy period due to information provided by you, such costs and fees will be considered part of the "construction value" amount;

**(ii)** Change orders initiated by the insured during the policy period or during an audit which address any items indicated under Paragraph **(b)(i)** above. Such change orders will not alter the "construction value" amount during the policy period or during an audit; or

**(iii)** Costs associated with the work performed prior to the effective date of the project.

**(2)** "Residential building construction" means "your work" for:

**(a)** Any structure occupied as, or intended to be occupied as a single family or multi-family dwelling, including but not limited to houses, townhomes, townhouses, condominiums, cooperatives, duplexes, triplexes, fourplexes or apartments;

**(b)** Any structure that combines any other use with "residential building construction" as described in Paragraph **(a)** above, provided such structure contains 50% or more of the occupancy or intended occupancy indicated in Paragraph **(a)** above, as measured in square footage; and

**(c)** Any other structure or improvement which is attached to or ancillary to any structure identified in Paragraphs **(a)** or **(b)** above,

constructed, reconstructed, remodeled or repaired.



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"Residential building construction" does not include "your work" for any structure that functions solely as time shares, a hotel, a motel, a nursing home, an assisted living senior housing care facility, a college campus dormitory or government housing on military bases.

**(3)** "All other construction" means "your work" that is not included under "residential building construction" above.

**(4)** "Worker's Compensation payroll" means Workers Compensation payroll as defined in our Workers Compensation Rating Manual(s).

All other terms and conditions of this policy remain unchanged.



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# Primary and Non-Contributory – Designated Project – Controlled Insurance Program

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| | | | | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Paragraph **4.a.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions** is replaced by the following:

**a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then:

**(1)** Solely with respect to any other primary general liability insurance:

**(a)** Available to you as a Named Insured; or

**(b)** Available to you as an additional insured,

purchased by an enrolled contractor or enrolled subcontractor performing work under their respective contract(s) at any "designated project", our insurance is primary and non-contributory.

In this event, we will not seek contribution from any other insurance.

**(2)** Except with respect to Paragraph **(1)** above, we will share with all that other insurance by the method described in Paragraph **c.** below.

**B.** Solely with respect to Paragraph **A.a.(1)** of this endorsement, Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions** is replaced by the following:

**b. Excess Insurance**

**(1)** This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(a)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(b)** That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(c)** That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

**(d)** If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

**(2)** When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**(3)** When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:



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**(a)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

**(b)** The total of all deductible and self-insured amounts under all that other insurance.

All other terms and conditions of this policy remain unchanged.



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# Notice of Error In Claim Reporting Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l Prem. | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 0183287 00 | 08/01/2017 | 08/01/2023 | | 36140000 | $ INCL | $ |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to **Duties In The Event Of Occurrence, Offense, Claim or Suit** of **Section IV - Commercial General Liability Conditions**:

**e.** In the event that an insured reports an "occurrence" to the workers compensation carrier of the named insured, and this "occurrence" later develops into a General Liability claim covered by this policy, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed in violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

# Silica or Silica Mixed Dust Exclusion

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l Prem. | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 0183287 00 | 08/01/2017 | 08/01/2023 | | 36140000 | $ INCL | $ |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**
**Products-Completed Operations Liability Coverage Part**

The following additional exclusion is added to **2. Exclusions** of **Section I. Coverages**:

**2. Exclusions**

This insurance does not apply to:

**Silica or Silica Mixed Dust**

A. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly, in whole or in part, by the actual, alleged or threatened inhalation, ingestion, absorption, exposure to, existence of or presence of "silica"; or

B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any manner responding to or assessing the effects of "silica" by any insured or by any other person or entity.

C. For the purposes of this exclusion, the following definition applies:

"Silica" means:

(1) Any form of crystalline or non-crystalline (amorphous) silica, silica particles, silica compounds, silica dust or silica mixed or combined with dust or other particles; or

(2) Synthetic silica, including precipitated silica, silica gel, pyrogenic or fumed silica or silica-flour.



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**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy Number: GLO 0183287-00

# ZURICH AMERICAN INSURANCE COMPANY

Named Insured THE BOARD OF REGENTS OF THE

Policy Period: Coverage begins 08-01-2017 at 12:01 A.M.; Coverage ends 08-01-2023 at 12:01 A.M.

Producer Name: MARSH USA INC Producer No. 36140-000

**Item 1.** Business Description:

**Item 2.** Limits of Insurance

| | | |
|---|---|---|
| GENERAL AGGREGATE LIMIT | $ 5,000,000 | |
| PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT | $ 5,000,000 | |
| EACH OCCURRENCE LIMIT | $ 2,000,000 | |
| DAMAGE TO PREMISES RENTED TO YOU LIMIT | $ 250,000 | Any one premises |
| MEDICAL EXPENSE LIMIT | $ 10,000 | Any one person |
| PERSONAL AND ADVERTISING INJURY LIMIT | $ 2,000,000 | Any one person or organization |

**Item 3.** Retroactive Date **(CG 00 02 ONLY)**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" offense which occurs before the Retroactive Date, if any, shown here: NONE
(Enter Date or "None" if no Retroactive Date applies)

**Item 4.** Form of Business and Location Premises

Form of Business: CORPORATION

Location of All Premises You Own, Rent or Occupy: **See Schedule of Locations**

**Item 5.** Schedule of Forms and Endorsements

Form(s) and Endorsement(s) made a part of this Policy at time of issue:
**See Schedule of Forms and Endorsements**

**Item 6.** Premiums

| | |
|---|---|
| Coverage Part Premium: | $ |
| Other Premium: | |
| Total Premium: | $ |

# Fellow Employee Coverage – Designated Employees/Positions

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| | | | | | | |

Named Insured / Mailing Address:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM
210 W 7TH ST
AUSTIN TX 78701

Producer:

36140-000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person(s), Job Title(s) or Position(s):

SUPERVISORY PERSONNEL OR ONSITE PROJECT MANAGEMENT

(If no entry appears above, the position of "executive officer" applies.)

Solely with respect to the "employee(s)" shown in the Schedule above, the following is added at the end of Paragraph **2.a.(1)(a)** of **Section II – Who Is An Insured**:

However, the "employee(s)" shown in the Schedule above is considered an insured(s) for "bodily injury" or "personal and advertising injury" to a co-"employee" while such co-"employee" is in the course of his or her employment or performing duties related to the conduct of your business.

All other terms and conditions of your Policy remain unchanged.

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# Designated Project – Declarations

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| | | | | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

"Designated Project" Name: All Projects $100,000,000 or greater in Construction Value

Refer to Monthly Report in file which includes each project identified in the Marsh Monthly Report for the University of Texas System Rolling Owner Controlled Insurance Program Phase VII with coverage for such project beginning on the notice to proceed date as listed in the Report.

"Designated Project" Address:

"Designated Project" Start Date: "Designated Project" Duration:

Number of Condo Units: Contract Value:

"Designated Project" Description:

The Extended Completed Operations Coverage Period for the "designated project(s)" is 10 years or the statute of repose applicable to the "designated project(s)", whichever is less (if blank, the Period is 5 years).

Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit shown in the Declarations of this policy shall apply as designated below for the "designated project(s)" in this endorsement, subject to the terms and the Policy Products-Completed Operations Aggregate Limit shown in endorsement U-GL-1313 Amendment of Limits – Products-Completed Operations Aggregate Limit.

1. Select either **A.** or **B.** (if none is selected **A.** shall apply):

   ____ **A.** The Products-Completed Operations Aggregate Limit applies once for all "designated projects" for which **A.** is selected, and does not apply separately to each "designated project".

   _X_ **B.** The Products-Completed Operations Aggregate Limit applies separately to each "designated project" for which **B.** is selected.

2. Select either **C.** or **D.** (if none is selected **C.** shall apply):

   ____ **C.** The Products-Completed Operations Aggregate Limit applies once for the policy period and extended completed operations period combined.

   _X_ **D.** The Products-Completed Operations Aggregate Limit applies once to the policy period, and a separate Products-Completed Operations Aggregate Limit of $5,000,000 applies to the extended completed operations coverage period (if no amount is entered the amount of the Products-Completed Operations Aggregate Limit on the Declarations of this policy shall apply).

All other terms and conditions of this policy remain unchanged.



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# Designated Project – Declarations

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| | | | | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

"Designated Project" Name: All Projects Under $100,000,000 in Construction Value

Refer to Monthly Report in file which includes each project identified in the Marsh Monthly Report for the University of Texas System Rolling Owner Controlled Insurance Program Phase VII with coverage for such project beginning on the notice to proceed date as listed in the Report.

"Designated Project" Address:

"Designated Project" Start Date: "Designated Project" Duration:

Number of Condo Units: Contract Value:

"Designated Project" Description:

The Extended Completed Operations Coverage Period for the "designated project(s)" is _10_ years or the statute of repose applicable to the "designated project(s)", whichever is less (if blank, the Period is 5 years).

Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit shown in the Declarations of this policy shall apply as designated below for the "designated project(s)" in this endorsement, subject to the terms and the Policy Products-Completed Operations Aggregate Limit shown in endorsement U-GL-1313 Amendment of Limits – Products-Completed Operations Aggregate Limit.

1. Select either **A.** or **B.** (if none is selected **A.** shall apply):

   _X_ **A.** The Products-Completed Operations Aggregate Limit applies once for all "designated projects" for which **A.** is selected, and does not apply separately to each "designated project".

   ___ **B.** The Products-Completed Operations Aggregate Limit applies separately to each "designated project" for which **B.** is selected.

2. Select either **C.** or **D.** (if none is selected **C.** shall apply):

   ___ **C.** The Products-Completed Operations Aggregate Limit applies once for the policy period and extended completed operations period combined.

   _X_ **D.** The Products-Completed Operations Aggregate Limit applies once to the policy period, and a separate Products-Completed Operations Aggregate Limit of $5,000,000 applies to the extended completed operations coverage period (if no amount is entered the amount of the Products-Completed Operations Aggregate Limit on the Declarations of this policy shall apply).

All other terms and conditions of this policy remain unchanged.



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# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

**SECTION I – COVERAGES**

**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**1. Insuring Agreement**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

**(1)** The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

**(2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

**b.** This insurance applies to "bodily injury" and "property damage" only if:

**(1)** The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

**(2)** The "bodily injury" or "property damage" occurs during the policy period; and

**(3)** Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

**c.** "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

**d.** "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

**(1)** Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

**(2)** Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

**(3)** Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

**e.** Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".


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**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

**(1)** That the insured would have in the absence of the contract or agreement; or

**(2)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

**(a)** Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

**(b)** Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

**(1)** Causing or contributing to the intoxication of any person;

**(2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

**(3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

**(a)** The supervision, hiring, employment, training or monitoring of others by that insured; or

**(b)** Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

**(1)** An "employee" of the insured arising out of and in the course of:

**(a)** Employment by the insured; or

**(b)** Performing duties related to the conduct of the insured's business; or

**(2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".


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**f. Pollution**

**(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

**(a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

**(i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

**(ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

**(iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

**(b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

**(c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

**(i)** Any insured; or

**(ii)** Any person or organization for whom you may be legally responsible; or

**(d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

**(i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

**(ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

**(iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

**(e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".


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(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;


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(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or


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(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

**(1)** The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

**(2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

**b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".


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**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

**(1)** Advertising, broadcasting, publishing or telecasting;

**(2)** Designing or determining content of web sites for others; or

**(3)** An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

**(1)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

**(2)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

**(1)** War, including undeclared or civil war;

**(2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

**(3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

**(1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

**(2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

**(3)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

**(4)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.


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## COVERAGE C – MEDICAL PAYMENTS

**1. Insuring Agreement**

**a.** We will pay medical expenses as described below for "bodily injury" caused by an accident:

**(1)** On premises you own or rent;

**(2)** On ways next to premises you own or rent; or

**(3)** Because of your operations;

provided that:

**(a)** The accident takes place in the "coverage territory" and during the policy period;

**(b)** The expenses are incurred and reported to us within one year of the date of the accident; and

**(c)** The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

**b.** We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

**(1)** First aid administered at the time of an accident;

**(2)** Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

**(3)** Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage **A.**

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

**1.** We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

**a.** All expenses we incur.

**b.** Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**c.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

**e.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

**f.** Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.


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**g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

**a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

**b.** This insurance applies to such liability assumed by the insured;

**c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

**d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

**e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

**f.** The indemnitee:

**(1)** Agrees in writing to:

**(a)** Cooperate with us in the investigation, settlement or defense of the "suit";

**(b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

**(c)** Notify any other insurer whose coverage is available to the indemnitee; and

**(d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

**(2)** Provides us with written authorization to:

**(a)** Obtain records and other information related to the "suit"; and

**(b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## SECTION II – WHO IS AN INSURED

**1.** If you are designated in the Declarations as:

**a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

**b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

**c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

**d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.


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2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by;
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C;**
   b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B.**


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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   **a.** Damages under Coverage **A;** and

   **b.** Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

**(1)** How, when and where the "occurrence" or offense took place;

**(2)** The names and addresses of any injured persons and witnesses; and

**(3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b.** If a claim is made or "suit" is brought against any insured, you must:

**(1)** Immediately record the specifics of the claim or "suit" and the date received; and

**(2)** Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c.** You and any other involved insured must:

**(1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

**(2)** Authorize us to obtain records and other information;

**(3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

**(4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

**a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

**b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

**b. Excess Insurance**

**(1)** This insurance is excess over:

**(a)** Any of the other insurance, whether primary, excess, contingent or on any other basis:

**(i)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(ii)** That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(iii)** That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

**(iv)** If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

**(b)** Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

**(2)** When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**(3)** When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

**(a)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

**(b)** The total of all deductible and self-insured amounts under all that other insurance.

**(4)** We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

**a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.

**b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

**c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

**a.** The statements in the Declarations are accurate and complete;


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b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.


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9. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph **f.** does not include that part of any contract or agreement:

      (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

      (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

      (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

   b. While it is in or on an aircraft, watercraft or "auto"; or

   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

   but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

   b. Vehicles maintained for use solely on or next to premises you own or rent;

   c. Vehicles that travel on crawler treads;

   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

      (1) Power cranes, shovels, loaders, diggers or drills; or

      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

   e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

      (2) Cherry pickers and similar devices used to raise or lower workers;

   f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.


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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.


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**Policy Number**
**GLO 0183287-00**

**ENDORSEMENT**

# ZURICH AMERICAN INSURANCE COMPANY

Named Insured THE BOARD OF REGENTS OF THE

Effective Date: 08-01-17
12:01 A.M., Standard Time

Agent Name MARSH USA INC

Agent No. 36140-000

## NAMED INSURED - OCIP

NAMED INSURED - OWNER CONTROLLED INSURANCE PROGRAM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE: COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. THE FOLLOWING IS ADDED TO SECTION II - WHO IS AN INSURED:

1. SUBJECT TO PARAGRAPH 2. BELOW, A CONTRACTOR OF ANY TIER WILL QUALIFY AS A NAMED INSURED, IF SUCH CONTRACTOR:

A. IS ENROLLED IN THE OWNER CONTROLLED INSURANCE PROGRAM FOR WHICH THIS POLICY IS PROVIDED; AND

B. PERFORMS OPERATIONS AT A "DESIGNATED PROJECT".

2. UNLESS ADDED BY SEPARATE ENDORSEMENT, THE FOLLOWING ARE NOT AN INSURED UNDER THIS POLICY:

A. VENDORS, SUPPLIERS, MATERIAL DEALERS, ABATEMENT CONTRACTORS, BLASTING CONTRACTORS, DELIVERY PERSONS, HAULERS, HAZARDOUS WASTE REMOVAL CONTRACTORS;

B. ANY PERSON OR ORGANIZATION THAT MANUFACTURES OR FABRICATES PRODUCTS OR COMPONENTS OUTSIDE THE "DESIGNATED PROJECT" THAT DOES NOT ALSO INSTALL THE PRODUCT OR COMPONENT AT THE "DESIGNATED PROJECT"; OR

C. OTHER THAN THE PERSONS OR ORGANIZATIONS REFERENCED IN 3. BELOW, ANY CONTRACTOR OR OTHER PERSON OR ORGANIZATION THAT DOES NOT HAVE DEDICATED PAYROLL FOR EMPLOYEES ON-SITE AT THE "DESIGNATED PROJECT".

3. THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS OF THIS POLICY AND THEIR SUBSIDIARIES, ASSOCIATED AND AFFILIATED COMPANIES, SUCCESSORS, OR ASSIGNS, AS NOW EXIST OR MAY HEREAFTER BE ACQUIRED OR FORMED, AND ANY CORPORATION OR OTHER BUSINESS ORGANIZATION WHICH THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS OF THIS POLICY OWNS, OPERATES OR CONTROLS, INCLUDING THE INTEREST AS SUCCESSOR TO ANY CORPORATION OR OTHER BUSINESS ORGANIZATION ACQUIRED, MERGED, OR TRANSFORMED INTO ANY OF THE FOREGOING, AND OTHER INTERESTS AS ARE NOW OR HEREAFTER RELATED TO THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS OF THIS POLICY ARE NOT INSURED FOR "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" ARISING FROM THEIR OWN ACTS OR OMISSIONS. SUCH PERSONS OR ORGANIZATIONS ARE NAMED INSUREDS ONLY FOR LIABILITY ARISING FROM:

A. THE ACTS OR OMISSIONS OF THE NAMED INSUREDS DESCRIBED IN PARAGRAPH 1. ABOVE; OR

B. THE ACTS OF "EMPLOYEES" AS INSUREDS AS PROVIDED IN PARAGRAPH B. BELOW, BUT ONLY WHILE THOSE "EMPLOYEES" ARE PERFORMING DUTIES SOLELY RELATED TO CONSTRUCTION ACTIVITIES AT THE "DESIGNATED PROJECT".

B. SOLELY WITH RESPECT TO THE PERSON OR ORGANIZATION DESIGNATED IN

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**NAMED INSURED - OCIP**

PARAGRAPH A.3. OF THIS ENDORSEMENT, PARAGRAPH 2.A. OF SECTION II - WHO IS AN INSURED IS REPLACED BY THE FOLLOWING:

2. EACH OF THE FOLLOWING IS ALSO AN INSURED:

A. YOUR "EMPLOYEES", OTHER THAN EITHER YOUR "EXECUTIVE OFFICERS" (IF YOU ARE AN ORGANIZATION OTHER THAN A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) OR YOUR MANAGERS (IF YOU ARE A LIMITED LIABILITY COMPANY), BUT ONLY FOR ACTS WITHIN THE SCOPE OF THEIR EMPLOYMENT BY YOU WHILE PERFORMING DUTIES SOLELY RELATED TO CONSTRUCTION ACTIVITIES AT THE "DESIGNATED PROJECT". HOWEVER, NONE OF THESE "EMPLOYEES" ARE INSUREDS FOR:

(1) "BODILY INJURY" OR "PERSONAL AND ADVERTISING INJURY":

(A) TO YOU, TO YOUR PARTNERS OR MEMBERS (IF YOU ARE A PARTNERSHIP OR JOINT VENTURE), TO YOUR MEMBERS (IF YOU ARE A LIMITED LIABILITY COMPANY), TO A CO-"EMPLOYEE" WHILE IN THE COURSE OF HIS OR HER EMPLOYMENT OR PERFORMING DUTIES RELATED TO THE CONDUCT OF YOUR BUSINESS;

(B) TO THE SPOUSE, CHILD, PARENT, BROTHER OR SISTER OF THAT CO-"EMPLOYEE" AS A CONSEQUENCE OF PARAGRAPH (1)(A) ABOVE;

(C) FOR WHICH THERE IS ANY OBLIGATION TO SHARE DAMAGES WITH OR REPAY SOMEONE ELSE WHO MUST PAY DAMAGES BECAUSE OF THE INJURY DESCRIBED IN PARAGRAPHS (1)(A) OR (B) ABOVE; OR

(D) ARISING OUT OF HIS OR HER PROVIDING OR FAILING TO PROVIDE PROFESSIONAL HEALTH CARE SERVICES.

(2) "PROPERTY DAMAGE" TO PROPERTY:

(A) OWNED, OCCUPIED OR USED BY;

(B) RENTED TO, IN THE CARE, CUSTODY OR CONTROL OF, OR OVER WHICH PHYSICAL CONTROL IS BEING EXERCISED FOR ANY PURPOSE BY;
YOU, ANY OF YOUR "EMPLOYEES", ANY PARTNER OR MEMBER (IF YOU ARE A PARTNERSHIP OR JOINT VENTURE), OR ANY MEMBER (IF YOU ARE A LIMITED LIABILITY COMPANY).

C. FOR PURPOSES OF THIS ENDORSEMENT, "DESIGNATED PROJECT" IS DEFINED IN THE LIMITATION OF COVERAGE TO DESIGNATED PROJECT(S) ENDORSEMENT (U-GL-1305) ATTACHED TO THIS COVERAGE PART.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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Agent Name MARSH USA INC

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## EXTENDED ONGOING OPERATIONS COVERAGE

EXTENDED ONGOING OPERATIONS COVERAGE - REPAIR WORK

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

THE INTRODUCTION TO THIS COVERAGE PART AND SECTION II. WHO IS AN INSURED IS AMENDED TO INCLUDE THE FOLLOWING ADDITIONAL PROVISION:
NO PERSON OR ORGANIZATION WILL QUALIFY AS A NAMED INSURED UNDER THIS COVERAGE PART IF THAT PERSON(S) OR ORGANIZATION(S) HAS ANY OWNERSHIP INTEREST IN THE "DESIGNATED PROJECT" OR THE LOCATION WHERE "REPAIR WORK" IS BEING PERFORMED.

A. THE INSURANCE PROVIDED UNDER COVERAGE A. OF THIS COVERAGE PART AS RESPECTS THE "DESIGNATED PROJECT" IS EXTENDED TO APPLY TO ONGOING "REPAIR WORK" PERFORMED SUBSEQUENT TO THE "PROJECT COMPLETION DATE". OUR COVERAGE FOR ONGOING "REPAIR WORK" ONLY BEGINS ON THE "PROJECT COMPLETION DATE" OF THE "DESIGNATED PROJECT" AND EXPIRES 2 YEARS AFTER THE "PROJECT COMPLETION DATE". IF NO TIME PERIOD IS SHOWN ABOVE, THEN THE COVERAGE PROVIDED BY THIS ENDORSEMENT EXPIRES 2 (TWO) YEARS AFTER THE "PROJECT COMPLETION DATE".

B. FOR PURPOSES OF THE COVERAGE PROVIDED BY THIS ENDORSEMENT, THE FOLLOWING CHANGES APPLY AS RESPECTS SECTION I. COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

1. INSURING AGREEMENT B. (1) AND (2) ARE REPLACED WITH THE FOLLOWING:

B. THIS INSURANCE APPLIES TO "BODILY INJURY" AND "PROPERTY DAMAGE" ONLY IF:

(1) THE "BODILY INJURY" OR "PROPERTY DAMAGE" IS CAUSED SOLELY BY AN "OCCURRENCE" THAT ARISES OUT OF "REPAIR WORK" BEING PERFORMED BY OR ON BEHALF OF A NAMED INSURED AT THE "DESIGNATED PROJECT" IN THE "COVERAGE TERRITORY"; AND

(2) THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS WITHIN THE PERIOD IDENTIFIED IN PARAGRAPH A ABOVE.

2. EXCLUSIONS IS AMENDED TO INCLUDE THE FOLLOWING ADDITIONAL EXCLUSION:

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" INCLUDED WITHIN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD."

3. THE FOLLOWING PARAGRAPH IS ADDED AFTER THE LAST PARAGRAPH UNDER SECTION III LIMITS OF INSURANCE:

NO ADDITIONAL LIMITS OF INSURANCE ARE PROVIDED FOR EXTENDED ONGOING OPERATIONS COVERAGE - REPAIR WORK. THE COVERAGE A. LIMITS OF INSURANCE APPLICABLE TO THIS COVERAGE ARE THE LIMITS APPLYING TO THE LAST ANNUAL PERIOD OF THIS POLICY THESE EACH OCCURRENCE AND GENERAL AGGREGATE LIMITS APPLY TO ALL COVERED "REPAIR WORK" DAMAGES INCURRED

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Agent Name MARSH USA INC

Agent No. 36140-000

## EXTENDED ONGOING OPERATIONS COVERAGE

DURING THE LAST ANNUAL PERIOD OF THE POLICY AND THE ENTIRE EXTENDED ONGOING OPERATIONS COVERAGE - REPAIR WORK PERIOD (AS DESIGNATED IN PARAGRAPH A. OF THIS ENDORSEMENT) AS WELL AS TO ANY OTHER COVERED DAMAGES, OTHER THAN "REPAIR WORK" DAMAGES, SUBJECT TO THESE LIMITS THAT MAY ALSO BE INCURRED DURING THE LAST REGULAR ANNUAL PERIOD OF THE POLICY.

4. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS IS AMENDED AS FOLLOWS:

A. THE FOLLOWING CONDITION IS ADDED:

THE COVERAGE PROVIDED BY THIS ENDORSEMENT SHALL NOT TAKE EFFECT IF THIS POLICY IS CANCELED FOR ANY REASON.

B. CONDITION 4. OTHER INSURANCE, B. EXCESS INSURANCE, PARAGRAPH (1) IS AMENDED TO INCLUDE:

(E) ANY OTHER PRIMARY INSURANCE AVAILABLE TO YOU COVERING LIABILITY FOR DAMAGES ARISING OUT OF THE "REPAIR WORK", FOR WHICH YOU HAVE BEEN ADDED AS AN ADDITIONAL INSURED BY ATTACHMENT OF AN ENDORSEMENT TO ANY OTHER POLICY PROVIDING COVERAGE FOR THE SAME "OCCURRENCE", CLAIM OR "SUIT".

5. THE FOLLOWING ADDITIONAL DEFINITIONS ARE ADDED TO SECTION V. DEFINITIONS:

A. "REPAIR WORK" MEANS THE ONGOING PERIODIC INSPECTIONS, CORRECTIONS, REPAIR OR REPLACEMENT WORK AT THE "DESIGNATED PROJECT", PURSUANT TO OBLIGATIONS YOU HAVE ASSUMED UNDER THE CONSTRUCTION AGREEMENT ENTERED INTO DURING THE POLICY TERM AND FOR WHICH COMPENSATION HAS BEEN PAID TO YOU AS A NAMED INSURED UNDER THE CONTROLLED INSURANCE PROGRAM COVERED BY THIS POLICY.

B. "PROJECT COMPLETION DATE" MEANS THE EARLIEST DATE WITHIN OUR POLICY PERIOD OF THE FOLLOWING:

(1) THE DATE OF FINAL WRITTEN ACCEPTANCE OF THE "DESIGNATED PROJECT" BY THE OWNER; OR

(2) WHEN ALL OF THE WORK CALLED FOR IN YOUR CONTRACT HAS BEEN COMPLETED AND THE PARTIES TO THE CONTRACT AGREE THAT THE "PROJECT COMPLETION DATE" HAS BEEN ATTAINED; OR

(3) WHEN THAT PART OF THE WORK DONE AT A "DESIGNATED PROJECT" STRUCTURE, SITE OR LOCATION HAS BEEN ACCEPTED BY THE UNIVERSITY OF TEXAS SYSTEM OFFICE OF FACILITIES, PLANNING AND CONSTRUCTION AND HAS BEEN PUT TO ITS INTENDED USE OR IS READY FOR ITS INTENDED USE BY THE UNIVERSITY OF TEXAS OR ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR WORKING ON THE SAME "DESIGNATED PROJECT"; OR

(4) WHEN ALL OF THE WORK TO BE DONE AT THE "DESIGNATED PROJECT" STRUCTURE, SITE OR LOCATION HAS BEEN ACCEPTED BY THE UNIVERSITY OF

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## EXTENDED ONGOING OPERATIONS COVERAGE

TEXAS SYSTEM OFFICE OF FACILITIES, PLANNING AND CONSTRUCTION AND IS SUBSTANTIALLY COMPLETE AND IS IN USE OR IS READY FOR ITS INTENDED USE, IF YOUR CONTRACT CALLS FOR WORK AT MORE THAN ONE STRUCTURE, SITE OR LOCATION.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY, THE COMMERCIAL GENERAL LIABILITY DEDUCTIBLE ENDORSEMENT, AND ANY OTHER ENDORSEMENT TO THE POLICY REMAIN THE SAME.

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# ZURICH AMERICAN INSURANCE COMPANY

Named Insured THE BOARD OF REGENTS OF THE

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Agent Name MARSH USA INC

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## NOTICE OF OCCURRENCE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED BY THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

THE FOLLOWING IS ADDED TO SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, PARAGRAPH 2 - DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

E. IF YOU REPORT AN "OCCURRENCE", OFFENSE CLAIM OR "SUIT" TO ANOTHER INSURER AND LATER DISCOVER THAT YOU SHOULD HAVE REPORTED THE "OCCURRENCE", OFFENSE, CLAIM OR "SUIT" TO US, WE WILL NOT CONSIDER YOUR FAILURE TO REPORT THE "OCCURRENCE", OFFENSE, CLAIM OR "SUIT" EARLIER A VIOLATION OF YOUR DUTIES IN THE EVENT OF "OCCURRENCE", OFFENSE, CLAIM OR "SUIT" AS LONG AS YOU GIVE US NOTICE AS SOON AS YOU ARE AWARE THAT THE "OCCURRENCE", OFFENSE, CLAIM OR "SUIT" SHOULD HAVE BEEN REPORTED TO US.

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Agent Name MARSH USA INC

Agent No. 36140-000

## EXTENDED COMPLETED OPERATIONS

EXTENDED COMPLETED OPERATIONS - DESIGNATED PROJECT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. IT IS AGREED THAT FOR EACH "DESIGNATED PROJECT" IDENTIFIED IN A DESIGNATED PROJECT - DECLARATIONS ENDORSEMENT TO THIS POLICY, THE COVERAGE PROVIDED UNDER THE "PRODUCTS-COMPLETED OPERATIONS HAZARD" OF THIS POLICY SHALL BE EXTENDED FOR THE PERIOD SHOWN IN THE EXTENDED COMPLETED OPERATIONS COVERAGE PERIOD SECTION OF THE DESIGNATED PROJECT-DECLARATIONS ENDORSEMENT(S). THE EXTENDED COMPLETED OPERATIONS COVERAGE PERIOD SHALL BEGIN ON THE "PROJECT COMPLETION DATE" OF THE "DESIGNATED PROJECT".

THIS EXTENDED COMPLETED OPERATIONS COVERAGE APPLIES ONLY TO "BODILY INJURY" AND "PROPERTY DAMAGE" THAT OCCURS DURING THE EXTENDED COMPLETED OPERATION COVERAGE PERIOD AND IS CAUSED BY AN "OCCURRENCE". ALL OTHER TERMS AND CONDITIONS OF THIS POLICY AND ENDORSEMENTS APPLY TO THE EXTENDED COMPLETED OPERATIONS COVERAGE UNLESS EXPRESSLY REVISED BY ENDORSEMENT.

2. THE EXTENDED COMPLETED OPERATIONS COVERAGE AFFORDED BY THIS ENDORSEMENT SHALL NOT TAKE EFFECT IF THIS POLICY IS CANCELLED FOR ANY REASON OTHER THAN EARLY COMPLETION OF THE PROJECT.

3. FOR PURPOSES OF THIS INSURANCE, THE FOLLOWING ADDITIONAL DEFINITION APPLIES:

"PROJECT COMPLETION DATE" MEANS THE EARLIEST DATE WITHIN OUR POLICY PERIOD OF THE FOLLOWING:

(1) THE DATE OF FINAL WRITTEN ACCEPTANCE OF THE "DESIGNATED PROJECT" BY THE OWNER; OR

(2) WHEN ALL OF THE WORK CALLED FOR IN YOUR CONTRACT HAS BEEN COMPLETED AND THE PARTIES TO THE CONTRACT AGREE THAT THE "PROJECT COMPLETION DATE" HAS BEEN ATTAINED; OR

(3) WHEN THAT PART OF THE WORK DONE AT A "DESIGNATED PROJECT" STRUCTURE, SITE OR LOCATION HAS BEEN ACCEPTED BY THE UNIVERSITY OF TEXAS SYSTEM OFFICE OF FACILITIES, PLANNING AND CONSTRUCTION AND HAS BEEN PUT TO ITS INTENDED USE OR IS READY FOR ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR WORKING ON THE SAME "DESIGNATED PROJECT"; OR

(4) WHEN ALL OF THE WORK TO BE DONE AT THE "DESIGNATED PROJECT" STRUCTURE, SITE OR LOCATION HAS BEEN ACCEPTED BY THE UNIVERSITY OF TEXAS SYSTEM OFFICE OF FACILITIES, PLANNING AND CONSTRUCTION AND IS IN USE OR IS READY FOR ITS INTENDED USE, IF YOUR CONTRACT CALLS FOR

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## EXTENDED COMPLETED OPERATIONS

WORK AT MORE THAN ONE STRUCTURE, SITE OR LOCATION.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY NOT CHANGED BY THE PROVISIONS OF THIS ENDORSEMENT CONTINUE TO APPLY AS CURRENTLY WRITTEN.

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Agent Name MARSH USA INC

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## SUDDEN & ACCIDENTAL POLLUTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION, HOSTILE FIRE EXCEPTION, AND SHORT-TERM DISCHARGE EXCEPTION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EXCLUSION F. UNDER PARAGRAPH 2. EXCLUSIONS OF SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY IS REPLACED BY THE FOLLOWING:

THIS INSURANCE DOES NOT APPLY TO:

F. POLLUTION

(1) "BODILY INJURY" OR "PROPERTY DAMAGE" WHICH WOULD NOT HAVE OCCURRED IN WHOLE OR PART BUT FOR THE ACTUAL, ALLEGED OR THREATENED DISCHARGE, DISPERSAL, SEEPAGE, MIGRATION, RELEASE OR ESCAPE OF "POLLUTANTS" AT ANY TIME.

THIS EXCLUSION DOES NOT APPLY TO:

(A) "BODILY INJURY" IF SUSTAINED WITHIN A BUILDING WHICH IS OR WAS AT ANY TIME OWNED OR OCCUPIED BY, OR RENTED OR LOANED TO, ANY INSURED AND CAUSED BY SMOKE, FUMES, VAPOR OR SOOT PRODUCED BY OR ORIGINATING FROM EQUIPMENT THAT IS USED TO HEAT, COOL OR DEHUMIDIFY THE BUILDING, OR EQUIPMENT THAT IS USED TO HEAT WATER FOR PERSONAL USE, BY THE BUILDING'S OCCUPANTS OR THEIR GUESTS; OR

(B) "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF HEAT, SMOKE OR FUMES FROM A "HOSTILE FIRE" UNLESS THAT "HOSTILE FIRE" OCCURRED OR ORIGINATED:

(I) AT ANY PREMISES, SITE OR LOCATION WHICH IS OR WAS AT ANY TIME USED BY OR FOR ANY INSURED OR OTHERS FOR THE HANDLING, STORAGE, DISPOSAL, PROCESSING OR TREATMENT OF WASTE; OR

(II) AT ANY PREMISES, SITE OR LOCATION ON WHICH ANY INSURED OR ANY CONTRACTORS OR SUBCONTRACTORS WORKING DIRECTLY OR INDIRECTLY ON ANY INSURED'S BEHALF ARE PERFORMING OPERATIONS TO TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, TREAT, DETOXIFY, NEUTRALIZE OR IN ANY WAY RESPOND TO, OR ASSESS THE EFFECTS OF, "POLLUTANTS".

(C) "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF A "SHORT-TERM DISCHARGE", AND YOU NOTIFIED US OF THE "SHORT-TERM DISCHARGE" AS SOON AS PRACTICABLE BUT NO MORE THAN SEVEN (7) DAYS AFTER ITS ENDING.

(2) ANY LOSS, COST OR EXPENSE ARISING OUT OF ANY:

(A) REQUEST, DEMAND, ORDER OR STATUTORY OR REGULATORY REQUIREMENT

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## SUDDEN & ACCIDENTAL POLLUTION

THAT ANY INSURED OR OTHERS TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, TREAT, DETOXIFY OR NEUTRALIZE, OR IN ANY WAY RESPOND TO, OR ASSESS THE EFFECTS OF, "POLLUTANTS"; OR

(B) CLAIM OR SUIT BY OR ON BEHALF OF A GOVERN-MENTAL AUTHORITY FOR DAMAGES BECAUSE OF TESTING FOR, MONITORING, CLEANING UP, REMOVING, CONTAINING, TREATING, DETOXIFYING OR NEUTRALIZING, OR IN ANY WAY RESPONDING TO, OR ASSESSING THE EFFECTS OF, "POLLUTANTS".

(3) THE FOLLOWING IS ADDED TO THE DEFINITIONS SECTION:

(A) "SHORT-TERM DISCHARGE" MEANS A DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF A FIRE SUPPRESSION AGENT OTHER THAN WATER WHICH:

1. BEGINS DURING THE POLICY PERIOD;

2. BEGINS AT AN IDENTIFIED TIME AND PLACE;

3. ENDS, IN ITS ENTIRETY, AT AN IDENTIFIED TIME WITHIN FOUR (4) HOURS OF THE BEGINNING OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF THE FIRE SUPPRESSION AGENT, AND;

4. IS NOT A RESULT OF VANDALISM OR MALICIOUS MISCHIEF.

TO BE A "SHORT-TERM DISCHARGE", THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF FIRE SUPPRESSION AGENT NEED NOT BE CONTINUOUS. HOWEVER, IF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS NOT CONTINUOUS, THEN ALL DISCHARGES, DISPERSALS, RELEASES OR ESCAPES OF THE SAME FIRE SUPPRESSION AGENT FROM ESSENTIALLY THE SAME SOURCE, CONSIDERED TOGETHER, MUST SATISFY PROVISIONS 1. THROUGH 4. OF THIS DEFINITION TO BE CONSIDERED A "SHORT-TERM DISCHARGE".

# Unintentional Failure to Disclose Hazards

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l Prem. | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 0183287 00 | 08/01/2017 | 08/01/2023 | | 36140000 | $ INCL | $ |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Form**

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Commercial General Liability Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

# Fungi Or Bacteria Exclusion Endorsement

| Policy No | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l Prem. | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 0183287 00 | 08/01/2017 | 08/01/2023 | | 36140000 | $ INCL | $ |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following exclusion is added to paragraph **2. Exclusions** of **Section I. – Coverage A – Bodily Injury And Property Damage Liability** and paragraph **2. Exclusions** of **Coverage B – Personal And Advertising Injury Liability**:

**2. Exclusions**

This insurance does not apply to:

**Fungi or Bacteria**

A. "Bodily injury", "property damage" or "personal and advertising injury " caused directly or indirectly by the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:

1. "Fungi"or "bacteria"; or
2. Substance, vapor or gas produced by or arising out of any "fungi" or "bacteria".

B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or "bacteria", by any insured or by any other person or entity.

C. For the purposes of this exclusion, the following definitions are added:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, "spores", scents or byproducts produced or released by fungi.
2. "Spores" means reproductive bodies produced by or arising out of "fungi".
3. "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria.

This exclusion does not apply to any "fungi"or "bacteria" that are, are on, or are contained in, an edible good or edible product intended for human or animal consumption.



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# Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem. | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 0183287-00 | 08/01/2017 | 08/01/2023 | | 36140000 | **INCL** | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured**: THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS

**Address (including ZIP Code)**:

210 W 7TH ST

AUSTIN, TX 78701

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

**a.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   **Primary and Noncontributory insurance**

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   **a.** The additional insured is a Named Insured under such other insurance; and

   **b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



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# Limited Contractual Liability

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| | | | | | $ | $ |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

Paragraph f. of SECTION V. DEFINITION 9. "Insured contract" is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities; or

(4) Under which you agree to indemnify another person or organization in a contract or agreement for liability that results solely from negligence of the indemnitee and does not directly relate to "your work" done for the indemnitee.


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# Exclusion – Exterior Insulation and Finish Systems on Residential or Frame Buildings

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| | | | | | | |

Named Insured / Mailing Address:

Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable, whether in whole or in part, to the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system, on any "residential building construction" or "frame building"; or
2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that "residential building construction" or "frame building" containing that component, fixture or feature.

**B.** The following definitions are added to the **Definitions** Section:

1. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any "residential building construction" or "frame building", and consisting of:
   - **a.** A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
   - **b.** The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
   - **c.** A reinforced or unreinforced base coat;
   - **d.** A finish coat providing surface texture to which color may be added; and
   - **e.** Any flashing, caulking or sealant used with the system for any purpose.
2. "Residential building construction" means:
   - **a.** Any single family or multi-family dwelling, including but not limited to houses, townhomes, townhouses, condominiums, cooperatives, duplexes, triplexes, fourplexes or apartments;
   - **b.** Any structure that combines any other use with "residential building construction" as described in Paragraph **B.2.a.** above; and
   - **c.** Any other structure, improvement or grading of land which is attached to or ancillary to any structure identified in Paragraphs **a.** or **b.** above;



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"Residential building construction" does not include "your work" for any structure that functions solely as time shares, a hotel, a motel, a nursing home, an assisted living senior housing care facility, a college campus dormitory or government housing on military bases.

3. "Frame building" means any structure that includes or contains any exterior cladding or structural load-bearing components that are made of wood or comprised of wood products.

All other terms and conditions of this Policy remain unchanged



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# Earlier Notice of Cancellation or Non-Renewal

ZURICH

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

1. Number of days required for notice of non-renewal (other than for nonpayment of premium): 90
   (If the number of days is not provided above, please see the nonrenewal provisions of your policy.)
2. Number of days required for notice of cancellation (other than for nonpayment of premium): 90
   (If the number of days is not provided above, please see the cancellation provisions of your policy.)
3. Number of days required for notice of cancellation (for nonpayment of premium): 10
   (If the number of days is not provided above, please see the cancellation provisions of your policy.)

**A.** For any statutorily permitted reason for non-renewal other than nonpayment of premium, the number of days required for notice of non-renewal, as provided in the Commercial General Liability Conditions, as amended by an applicable state endorsement or as provided by an applicable state's change in coverage regulation is increased to the number of days shown in Paragraph **1.** in the Schedule above.

**B.** For any statutorily permitted reason for cancellation other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the Common Policy Conditions, as amended by an applicable state endorsement or as provided by an applicable state's change in coverage regulation is increased to the number of days shown in Paragraph **2.** in the Schedule above.

**C.** For nonpayment of premium, the number of days required for notice of cancellation, as provided in the Common Policy Conditions, as amended by an applicable state endorsement or as provided by an applicable state's change in coverage regulation is increased to the number of days shown in Paragraph **3.** in the Schedule above.

All other terms and conditions of your policy remain the same.

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# Combined Aggregate Deductible

ZURICH

| Policy No. | Eff. Date of Pol. | Eff. Date of End. |
|---|---|---|
| GLO 0183287-00 | 08/01/2017 | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:
**Commercial General Liability Coverage Part**
**Employee Benefits Liability Coverage Part**
**Liquor Liability Coverage Part**
**Stop Gap Employers Liability Coverage Part**

**DEDUCTIBLE SCHEDULE**

| Coverage | | Deductible Amount | Basis |
|---|---|---|---|
| Coverage A. | "Bodily Injury" and "Property Damage" Liability<br>All persons or organizations | | Each "Occurrence" |
| | "Bodily Injury" Liability Only<br>All persons or organizations | | Each "Occurrence" |
| | "Property Damage" Liability Only<br>All persons or organizations | | Each "Occurrence" |
| Coverage A. | "Bodily Injury" and "Property Damage" Liability | | Each Claim |
| | "Bodily Injury" Liability Only | | Each Claim |
| | "Property Damage" Liability Only | | Each Claim |
| Coverage B. | "Personal and Advertising Injury" Liability<br>By offense – Any one person or organization | | Each Claim |
| Coverage C. | Medical Payments | | Any One Person |
| Additional Coverage | Employee Benefits Liability | | Each Act, Error or Omission |
| Additional Coverage | Liquor Liability | | Each Common Cause |
| Additional Coverage | Stop Gap Employers Liability | | Each Accident |
| | Stop Gap Employers Liability - disease | | Each "Employee" |

## ALLOCATED LOSS ADJUSTMENT EXPENSE SELECTION SCHEDULE

| Select One | | | |
|---|---|---|---|
| Option 1 | ☒ | As respects each Deductible Amount, you will reimburse us for all "allocated loss adjustment expense", even if there is no payment for other than "allocated loss adjustment expense". "Allocated loss adjustment expense" reimbursements will contribute toward your Deductible Amount as shown in the **Deductible Schedule** and your Combined Aggregate Deductible Amount as shown in the **Combined Aggregate Deductible Schedule**. | |
| Option 2 | ☐ | As respects each Deductible Amount, you will reimburse us for "allocated loss adjustment expense" as follows: | |
| | | (a) | If the total amount payable for other than "allocated loss adjustment expense" as respects the basis for each Deductible Amount is equal to or less than the Deductible Amount(s) or if there is no amount payable other than "allocated loss adjustment expense", then you will reimburse us for all "allocated loss adjustment expense". "Allocated loss adjustment expense" reimbursements will not contribute toward either your Deductible Amount as shown in the **Deductible Schedule** or your Combined Aggregate Deductible Amount as shown in the **Combined Aggregate Deductible Schedule**; or |
| | | (b) | If the total amount payable for other than "allocated loss adjustment expense" exceeds the Deductible Amount, you will reimburse us a pro-rata share of total "allocated loss adjustment expense" based on the ratio of the Deductible Amount divided by the total amount payable for other than "allocated loss adjustment expense" as respects the basis for each Deductible Amount. "Allocated loss adjustment expense" reimbursements will not contribute toward either your Deductible Amount as shown in the **Deductible Schedule** or your Combined Aggregate Deductible Amount as shown in the **Combined Aggregate Deductible Schedule**. |
| Option 3 | ☐ | As respects each Deductible Amount, you will reimburse us for all "allocated loss adjustment expense", even if there is no payment for other than "allocated loss adjustment expense". "Allocated loss adjustment expense" reimbursements will not contribute toward either your Deductible Amount as shown in the **Deductible Schedule** or your Combined Aggregate Deductible Amount as shown in the **Combined Aggregate Deductible Schedule**. | |

**If no option is selected, Option 3 will apply.**

### A. How the Deductible Amount Applies

You will reimburse us for the Deductible Amount(s) shown in the **Deductible Schedule** and for "allocated loss adjustment expenses" incurred based on the **Allocated Loss Adjustment Expense Selection Schedule**. The Deductible Amount(s) applies as follows:

1. If an Each Occurrence Deductible is shown, the Deductible Amount applies to all sums payable because of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

2. If an Each Claim Deductible is shown, the Deductible Amount applies to all sums payable for each claim, sustained by any one person or organization.

    a. For Other than Coverage B, to all sums payable for each claim, sustained by any one person or organization, and

    b. For Coverage B, to all damages sustained by any one person or organization as the result of an offense.

3. Medical Payments - If an Any One Person limit is shown, the Deductible Amount applies to all sums payable to any one person as a result of an accident sustained by that person.

4. Employee Benefits Liability - If an Each Act, Error or Omission Deductible is shown, the Deductible Amount applies to all sums payable for all damages sustained by any one employee, including the employee's dependents and beneficiaries, because of acts, errors or omissions committed in the administration of employee benefit programs.

5. Liquor Liability - If a Common Cause Deductible is shown, the Deductible Amount applies to all sums payable for all injury sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

6. Stop Gap Employers Liability - If an Each Accident Deductible is shown, the Deductible Amount applies to all sums payable as the result of an accident, regardless of the number of people who sustain damages because of that accident.

7. Stop Gap Employers Liability - disease - If an Each Employee Deductible is shown, the Deductible Amount applies to all sums payable because of any one disease, and applies separately to each affected employee.

**B. Deductible Provisions**

1. If more than one Deductible Amount applies to sums payable arising from the same "incident" because more than one Coverage applies, you will be responsible for each and every applicable Deductible Amount.

2. Deductible Amount(s) apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

3. Your obligation to pay the Deductible Amount(s) shown on this policy is not fulfilled by:

   a. The payment of a Deductible Amount under any other policy; or

   b. Any payment made by us or another insurance company;

   even if 3a. or 3b. above applies to the same "incident" as the Deductible Amount due under this policy.

4. If more than one policy issued by us applies to sums payable because of a single continuous "incident", the Deductible Amount(s) applies separately to each policy that we issue to which this endorsement or a similar Deductible Endorsement applies. Deductible Amounts also apply separately to each annual period and any remaining period of less than 12 months as described in **B.**2. above.

5. If a Coverage Part or Additional Coverage of this policy specifically applies a separate deductible(s):

   a. the separate additional deductible amount applies to any loss separately and before the Deductible Amount(s) shown on the Schedule of this endorsement; and

   b. the Deductible Amount(s) shown on the Schedule of this endorsement applies only if the loss exceeds the separate additional deductible amount described in 5.a. above, subject to the other terms and conditions of this endorsement.

**C. Combined Aggregate Deductible Amount**

1. The Combined Aggregate Deductible Amount shown in the **Combined Aggregate Deductible Schedule** for all policies listed in the **Combined Aggregate Deductible Schedule**, is the most you must reimburse us for the sum of:

   a. all applicable Deductible Amount(s) as shown in each policy's **Deductible Schedule** that are included in each policy's Combined Aggregate Deductible Endorsement(s); and

b. all applicable "allocated loss adjustment expense" in accordance with each policy's **Allocated Loss Adjustment Expense Selection Schedule(s)** that are included in each policy's Combined Aggregate Deductible Endorsement(s).

This single Combined Aggregate Deductible Amount applies to the entire policy period and to any remaining extension period of any policies.

2. The Combined Aggregate Deductible Amount is adjustable. The final Combined Aggregate Deductible Amount will be determined at the end of the policy period by an audit of your records, and will be based upon the sum of: the Rate(s) shown in the **Combined Aggregate Deductible Schedule** multiplied by the final audited Exposure(s), for each of the policies included in the **Combined Aggregate Deductible Schedule**. The amount shown in the **Combined Aggregate Deductible Schedule** as the Combined Aggregate Deductible Amount is an estimated amount, and is based on an estimate of what the audit of your records will develop.

   In no event will the final audited Combined Aggregate Deductible Amount be less than the Combined Aggregate Deductible Amount shown in the **Combined Aggregate Deductible Schedule**, unless a Minimum Combined Aggregate Deductible Amount is shown in the **Combined Aggregate Deductible Schedule**. If a Minimum Combined Aggregate Deductible Amount is shown, the final audited Combined Aggregate Deductible Amount will not be less than the Minimum Combined Aggregate Deductible Amount.

**D. Allocated Loss Adjustment Expense Reimbursement**

In accordance with the **Allocated Loss Adjustment Expense Selection Schedule**:

1. If Option 1 is selected, "allocated loss adjustment expense" reimbursements made by you contribute to your Deductible Amount and Combined Aggregate Deductible Amount.

2. If Option 2 or Option 3 is selected, then you will reimburse us for all or pro-rata "allocated loss adjustment expense", as may apply, in accordance with the **Allocated Loss Adjustment Expense Selection Schedule** above, even if the Deductible Amount or the Combined Aggregate Deductible Amount, if applicable, is exceeded.

**E. Application of the Deductible Amount to Payable Amounts**

1. You will reimburse us for "allocated loss adjustment expense" according to the option selected in the **Allocated Loss Adjustment Expense Selection Schedule**.

2. Upon settlement or final adjudication of a claim, we will apply the Deductible Amount against payable amounts as follows:

   a. Sums paid other than those attributable to "allocated loss adjustment expense"; then

   b. "Allocated loss adjustment expense" already reimbursed by you; then

   c. "Allocated loss adjustment expense" yet to be reimbursed by you, if applicable.

**F. Effect of Deductible Amount on Limits of Insurance**

The applicable limits of insurance for the coverage part to which a Deductible Amount applies will be reduced only by that portion of the Deductible Amount that is not attributable to "allocated loss adjustment expenses".

**G. Conditions**

**1. Voluntary Payments**

If you voluntarily make any payment, assume any obligation or incur any expense, without our consent, then you do so at your own cost. Any such voluntary payment, assumed obligation or incurred expense does not contribute towards any applicable Deductible Amount(s) or Combined Aggregate Deductible Amount under this policy.

2. **Application of Recovered Amounts**

We have your rights and the rights of persons entitled to the benefits of this insurance to recover sums that are reimbursable under this endorsement from anyone liable for the injury or damages. You will do everything necessary to protect those rights for us and to help us enforce them.

If we recover any payment made under this policy from anyone liable for injury or damages, the recovered amount will first be applied to any payments made by us in excess of the Deductible Amount. The remainder of the recovery, if any, will then be applied to reduce the Deductible Amount reimbursed or reimbursable by you as respects that injury or damages.

3. **Payment of Amounts Owed Under This Endorsement**

a. We may pay any part or all of any Deductible Amount(s) or "allocated loss adjustment expense" to effect settlement of any claim and, upon notification of the action taken you will reimburse us for such part of any Deductible Amount(s) or "allocated loss adjustment expense" as shown on the billing from us. You must pay us for all amounts for which you are responsible under this endorsement and reimburse us for any such amounts that we pay by the due date shown on the billing from us.

b. If you fail to reimburse us for any amounts as required by this endorsement or policy, we may cancel this policy for nonpayment in accordance with the applicable law. Cancellation of this policy does not relieve you from any deductible obligations reimbursable by you.

c. The first Named Insured shown in the Declarations is authorized to and will reimburse us for all amounts paid by us on behalf of all "insureds".

d. Each Named Insured is jointly and severally liable for all reimbursements due to us under this endorsement, whether or not that Named Insured is involved in the claim, proceeding or "suit" causing any such amount to be due to us.

**H. Definitions**

1. "Allocated loss adjustment expense" is an expense directly allocable to a specific claim including but not limited to: all supplementary payments as set forth in this policy; all court costs, fees and expenses; all costs, fees and expenses for or incurred in connection with all attorneys, witnesses, experts, depositions, reported or recorded statements, summonses, service of process, legal transcripts or testimony, copies of any public records; alternative dispute resolution proceedings; interest; investigative services, non-employee adjusters, medical examinations, autopsies, medical cost containment; declaratory judgment, subrogation claims and proceedings, and any other fees, costs or expenses reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or a loss under this policy.

2. "Incident", for purposes of this endorsement only, means an "occurrence", offense, claim, accident, act, error or omission, common cause, disease or any other event, as defined or used in our policy, to which a Deductible Amount(s) applies.

**I. Other Terms**

1. The terms of this insurance apply irrespective of the application of any Deductible Amount(s), including those with respect to:

a. Our right and duty to investigate or defend the Insured against any "suits" seeking those damages; and

b. Your duties in the event of a claim or circumstances likely to result in a claim.

2. You understand that your duties under this endorsement may continue after this policy expires or is cancelled.

# Lead Liability Exclusion

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l Prem. | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 0183287 00 | 08/01/2017 | 08/01/2023 | | 36140000 | $ INCL | $ |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following exclusion is added to Paragraph **2. Exclusions,** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions,** of **Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to:

**Lead**

**(1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by or related to: the actual, alleged or threatened:

**(a)** Exposure to or existence of lead, paint containing lead, or any other material, product or substance containing lead; or

**(b)** Manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material, product or substance containing lead,

whether the lead is or was at any time airborne, ingested, inhaled, absorbed, transmitted in any fashion, or found in any form whatsoever, or whether any other cause, event, material, product or substance contributed concurrently or in any sequence to the injury or damage.;

**(2)** Any sums that any insured or other entity must pay, repay or reimburse because of any:

**(a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, sample, monitor, clean up, remove, abate, cover, contain, treat, mitigate, or neutralize lead, paint containing lead, or any other material, product or substance containing lead, or in any way respond to, or assess the effects of lead in any form; or

**(b)** Claim or "suit" for damages relating to testing for, sampling, monitoring, cleaning up, removing, abating, covering, containing, treating, mitigating, or neutralizing lead, paint containing lead, or any other material, product or substance containing lead or in any way responding to or assessing the effects of lead in any form.

**(3)** Any other loss, cost or expense arising out of, caused by or relating in any way to lead.

# Asbestos Exclusion Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l Prem. | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 0183287 00 | 08/01/2017 | 08/01/2023 | | 36140000 | $ INCL | $ |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following exclusion is added to paragraph **2. Exclusions** of **Section I - Coverage A – Bodily Injury And Property Damage Liability** and **Coverage B - Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Asbestos**

**A.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of or which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or

**B.** Any sums that any insured or other entity must pay, repay or reimburse because of any:

1. Request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or

2. Claim or "suit" for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or

**C.** Any other loss, cost or expense arising out of or relating in any way to asbestos.



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# Sole Agent for Insureds

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 0183287-00 | 08/01/2017 | 08/01/2023 | | 36140000 | **INCL** | |

Named Insured / Mailing Address:

Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

It is agreed that this policy is issued at the direction of the first Named Insured, which shall be solely responsible for the payment of premiums and losses under the deductible amount as outlined in the policy and shall have other policy rights to act on behalf of insureds. The insureds have assigned to the first Named Insured:

1. The rights, title, and interest to receive any and all return of premium, dividends, discounts or other adjustments; and
2. The right to request cancellation of the policy; and
3. Authorization to act on their behalf as respects changes to any provisions of this insurance policy.

We consent to such assignment of rights, title and interest.

**Other Terms**

All other terms and conditions of the policy not changed by the provisions of this endorsement continue to apply as currently written.



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# Joint Defense – Wrap-up

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| | | | | | | |

Named Insured / Mailing Address:

Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**7. Separation of Insureds part b. is replaced with the following:**

b. Separately to each insured against whom claim is made or "suit" is brought, however;

(1) Absent an actual conflict of interest between two insureds, we shall have the right to retain one counsel to defend all such insureds in a joint defense.

An actual conflict of interest shall be deemed to exist only when the following circumstances exist:

(a). A insured against whom claim is made or "suit" is brought performed work or furnished materials, parts or equipment in connection with such work on a specific portion of the construction project on which any other insured also performed work or furnished materials, parts or equipment in connection with that same specific portion of the construction project; and

(b). An apportionment of responsibility will occur between the insureds for "bodily injury" or "property damage" alleged to have been concurrently, jointly or consecutively caused in connection with that same specific portion of the construction project.

(2) An actual conflict of interest may be waived by the insured in writing.



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# Damage to the Project Exclusion

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| | | | | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

Solely with respect to any "designated project", exclusion **j.** of Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**j. Damage to Property**

"Property damage" to:

**(1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

**(2)** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

**(3)** Property loaned to you;

**(4)** Personal property in the care, custody or control of any insured;

**(5)** Any part of any "designated project(s)", including materials, machinery and equipment intended to become a part of the "designated project(s)", if such "property damage" occurs during the course of construction; or

**(6)** That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)** and **(3)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

All other terms and conditions of this policy remain unchanged.



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# Limitation of Coverage to Designated Project(s)

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem. | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 0183287-00 | 08/01/2017 | 08/01/2023 | | 36140000 | **INCL** | |

Named Insured / Mailing Address: Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:
**Commercial General Liability Coverage Part**

**SCHEDULE**

**Project:** All construction operations associated with the project(s) endorsed on to this policy via the Designated Project-Declarations endorsement, or the following project(s) to be included in the Program:

Designated Project(s)
REFER TO MONTHLY REPORT IN FILE WHICH INCLUDES EACH PROJECT
IDENTIFIED IN THE MARSH MONTHLY REPORT FOR THE UNIVERSITY
OF TEXAS SYSTEM ROLLING OWNER CONTROLLED INSURANCE PROGRAM
PHASE VII WITH COVERAGE FOR SUCH PROJECT BEGINNING ON THE
NOTICE TO PROCEED DATE AS LISTED IN THE REPORT.

"Designated Project" means:

The project shown in this SCHEDULE, including operations on and off the project site or location that are necessary or incidental to the project as described in contract documents. "Designated Project" includes the work site(s) associated with such "designated project(s)" and any offsite staging areas, as long as they are dedicated solely to the "designated project(s)". Also included are those areas immediately adjacent to the "designated projects", including boundaries of local streets or public easement, in which the enrolled subcontractors at any tier perform work under their respective contracts.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. The insurance provided by this policy applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of the "designated project(s)" shown in the SCHEDULE above.

2. For purposes of this insurance, "Designated Project" does not include:

   (1) "Your work" at other projects or project site(s) or locations not shown in the SCHEDULE above;

   (2) Your other operations that are not connected to or do not emanate from the project shown in the SCHEDULE above, including operations at your permanent locations; or



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(3) Operations in the business described in the Declarations of this policy but covered by the provisions of another policy.



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# Designated Project(s) – General Aggregate Limit

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| | | | | | | |

Named Insured / Mailing Address:

Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** For all sums which the insured becomes legally obligated to pay as damages within the coverage provided under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated project covered by this policy:

1. The General Aggregate Limit shown in the Declarations of this policy applies separately to each designated construction project to which this policy applies.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under COVERAGE C regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits."
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit for any other designated construction project to which this policy applies.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply and shall be subject to the General Aggregate Limit applicable to the project from which the loss arises.

**B.** Any payments for damages within the "products-completed operations hazard" under this policy will not reduce the General Aggregate Limit applicable to the project from which the loss arises.

**C.** If the designated project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project shall be deemed to be the same project for purposes of determining the General Aggregate Limit applicable to the project.



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**D.** The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

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# Amendment of Limits - Products-Completed Operations Aggregate Limit

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| | | | | | | |

Named Insured / Mailing Address:

Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**Products-Completed Operations Hazard**

**SCHEDULE**

| | | |
|---|---|---|
| Policy Products-Completed Operations Aggregate Limit | $ 25,000,000 | All Projects Combined |

**SECTION III – LIMITS OF INSURANCE is revised as follows:**

**1.** Paragraph 3 is deleted and replaced by the following:

**3. a.** The limits of insurance shown in the Declarations and endorsements to this policy are subject to the Policy Products-Completed Operations Aggregate Limit shown in the SCHEDULE above. The Policy Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" within the "products-completed operations hazard" for all "designated projects" combined, regardless of the number of designated projects" covered under this policy or the number of years in the policy period and any extended completed operations coverage period.

**b.** Subject to the Policy Products-Completed Operations Aggregate Limit shown above, the Products-Completed Operations Aggregate Limit shown in the Declarations to this policy shall apply as follows:

For all "designated projects" for which "A" is selected in a Designated Project – Declarations endorsement to this policy, the Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" within the "products-completed operations hazard" for all such "designated projects" combined. The Products-Completed Operations Aggregate Limit does not apply separately to each such project.



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For each "designated project" for which "B" is selected in a Designated Project – Declarations endorsement to this policy, the Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" within the "products-completed operations hazard" for that project.

For all "designated projects" for which "C" is selected in a Designated Project – Declarations endorsement to this policy, the Products-Completed Operations Aggregate Limit applies once to the policy period and extended completed operations period combined, regardless of the number of years in the policy period and extended completed operations period or the number of "designated projects".

For all "designated projects" for which "D" is selected in a Designated Project – Declarations endorsement to this policy, the Products-Completed Operations Aggregate Limit shown in the Declarations of this policy applies once to the policy period, and a separate Products-Completed Operations Aggregate Limit shown on the Designated Projects – Declarations endorsement applies to the extended completed operations coverage period, regardless of the number of years in the policy period and extended completed operations coverage period.

2. The last paragraph of **SECTION III – LIMITS OF INSURANCE** does not apply to the Products-Completed Operations Aggregate Limits of this policy.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.


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POLICY NUMBER: GLO 0183287-00

**COMMERCIAL GENERAL LIABILITY**
**CG 04 37 05 14**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ELECTRONIC DATA LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| | |
|---|---|
| **Loss Of Electronic Data Limit:** | $2,000,000 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** Exclusion **2.p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

**(1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

**(2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

**B.** The following is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**C.** The following paragraph is added to **Section III – Limits Of Insurance:**

Subject to **5.** above, the Loss Of Electronic Data Limit shown in the Schedule above is the most we will pay under Coverage **A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".


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**D.** The following definition is added to the **Definitions** section:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**E.** For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the **Definitions** section is replaced by the following:

**17.** "Property damage" means:

**a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

**b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

**c.** Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**f. Pollution**

**(1)** "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

**(a)** "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or

**(b)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

**(i)** At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

**(ii)** At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

**(2)** Any loss, cost or expense arising out of any:

**(a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

**(b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
   a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
   b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.
2. Subject to Paragraph **3.** below, professional services include:
   a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
   b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.


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POLICY NUMBER: GLO 0183287-00

**COMMERCIAL GENERAL LIABILITY**
**CG 24 04 05 09**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Person Or Organization:** |
| --- |
| ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.


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POLICY NUMBER: GLO 0183287-00

**COMMERCIAL GENERAL LIABILITY**
**CG 24 17 10 01**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Scheduled Railroad:** | **Designated Job Site:** |
|---|---|
| ALL CONTRACTS FOR WORK DONE FOR RAILROADS | |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

**9.** "Insured Contract" means:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

**b.** A sidetrack agreement;

**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

**e.** An elevator maintenance agreement;

**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

**(1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

**(a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

**(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# TEXAS CHANGES – EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

**(1)** A person arising out of any:

**(a)** Refusal to employ that person;

**(b)** Termination of that person's employment; or

**(c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

**(2)** The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

This exclusion applies:

**(1)** Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

**(2)** Whether the insured may be liable as an employer or in any other capacity; and

**(3)** To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

**B.** The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

**(1)** A person arising out of any:

**(a)** Refusal to employ that person;

**(b)** Termination of that person's employment; or

**(c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

**(2)** The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.


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Berkshire Hathaway
Specialty Insurance

17 State St, 22nd Floor
New York, NY 10005
www.bhspecialty.com

Date: **09/11/2017**

To: **Karolina Gamburg**
**Marsh USA, Inc.**
**1166 Avenue of The Americas**
**New York, NY 10036**

Re: The University Of Texas System
**47-XSF-304056-01**
**08/01/2017 – 08/01/2023**
**Policy**

---

Dear Karolina:

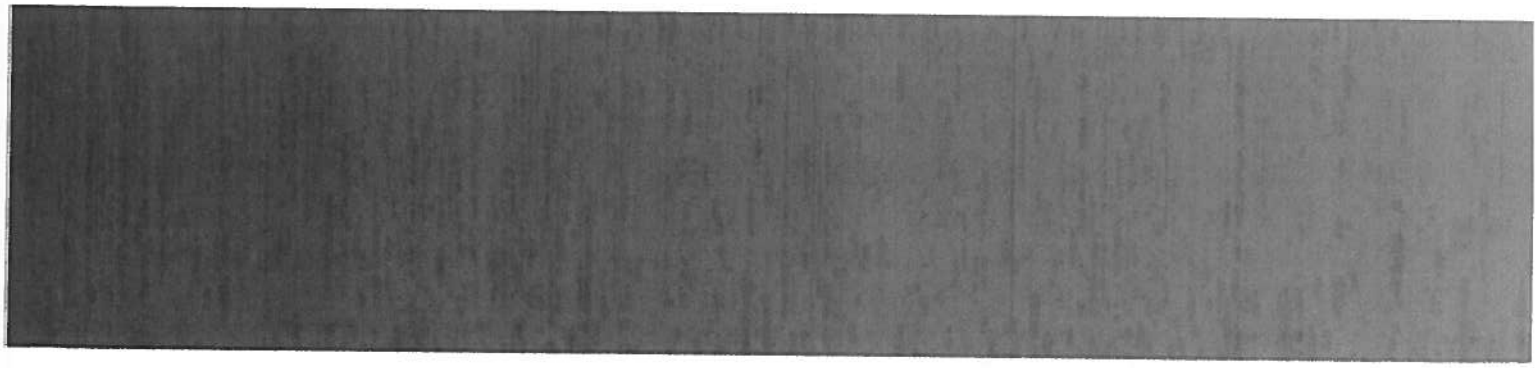
Attached please find the Policy for The University Of Texas System. This policy has been placed with Berkshire Hathaway Specialty Insurance Company (1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944). Thank you for placing your business with Berkshire Hathaway Specialty Insurance. We value our relationship with Marsh USA, Inc. and look forward to working with you on future accounts.

For any claim related questions or to report a claim, please call our 24hr toll free number at 855.453.9675 or refer to the attached claims reporting sheet for fax, email and mail instructions.

If you have questions or concerns or claims, your Berkshire Hathaway Specialty team is just a phone call away.

Sincerely,

Victoria Picone
646-802-3587
victoria.picone@bhspecialty.com



Berkshire Hathaway
Specialty Insurance

United States

# CLAIMS REPORTING

All claims under policies underwritten by Berkshire Hathaway Specialty Insurance should be reported to our centralized Loss Processing Center. Claims will be assigned to our technical staff or to one of our preferred service providers.

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Our 24-hour toll free number: **855.453.9675**

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Claims may be reported via email to: **claimsnotice@bhspecialty.com**

To report claims via mail or overnight mail refer to our website:
**www.bhspecialty.com/claims**

## EXPECT A PERSONAL APPROACH

While technology adds speed and efficiencies, it is top-quality people that drive top-quality claims handling. That's why we continue to grow our industry-leading claims team with the most experienced claims professionals in the business.

Moreover, at Berkshire Hathaway Specialty Insurance, our claims team makes communicating proactively with you throughout the claims process a priority. Should you face a claim, you will quickly see our response is not about drafting letters, it's about having a dialogue--and responding to your particular needs and concerns.

Whether you face a D&O claim, a property loss or a large scale casualty crisis, you will have the experts you need at your service. Putting your policy to work for you.

Berkshire Hathaway Specialty Insurance

**Berkshire Hathaway Specialty Insurance Company**
1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944

# Follow Form Excess Liability

## Common Policy Declarations

This Declarations Page is attached to and forms part of the Policy

| Policy No.: 47-XSF-304056-01 | Renewal of: New |
|---|---|

| | | | |
|---|---|---|---|
| **Item 1.** | **Named Insured:** | The University Of Texas System | |
| | **Mailing Address:** | 601 Colorado Street<br>Austin, TX 78701 | |
| | **The Named Insured is:** | ☐Individual ☐Partnership ☐Joint Venture ☐Limited Liability Company<br>☒Organization (other than a Partnership or Joint Venture) ☐Trust | |
| | **The Business of the Named Insured is:** | University | |
| **Item 2.** | **Policy Period:** | From: 08/01/2017 to 08/01/2023<br>Both days at 12:01 a.m. local standard time at Mailing Address listed in Item 1, above. | |
| **Item 3.** | **Limits of Insurance:** *(as in Followed Underlying Policy)* | A. Per Occurrence | $25,000,000 |
| | | B. Aggregate Limit, except Auto: | $25,000,000 |
| | | C. Products-Completed Operations Aggregate Limit: | $25,000,000 |
| **Item 4.** | **Followed Policy:** | A. Policy Number | GLO 4353409-00 |
| | | B. Name of Insurance Company | Zurich American Insurance Company |
| | | C. Type of Insurance | General Liability |
| | | D. Policy Period<br>Both days at 12:01 am local standard time at the mailing address of the Named Insured | Effective From: 08/01/2017 to 08/01/2023; |
| **Item 5.** | **Premium:** | Total Advance: | |
| | | Total Minimum: | |
| | | Minimum Earned: | |
| | | Terrorism Premium Included in Advanced: | |

Berkshire Hathaway
Specialty Insurance

| | |
|---|---|
| Estimated Total Exposure: | $3,000,000,000 Cost/Construction Value |
| Rate: | per $ of Cost/Construction Value |

| | |
|---|---|
| **Audit Premium:** | Auditable - Upon Expiration Date of Policy |
| **Endorsements:** | Per Schedule |
| In the event of a claim, please notify the following: | ***By 24-hour toll free number:*** 855-453-9675<br>***By Email:***claimsnotice@bhspecialty.com<br>***By Fax:*** 617-507-8259<br>***By Mail:*** Log on to www.bhspecialty.com/claims-reporting.html for mailing address |

This policy is comprised of this Declarations page, the policy form and endorsements, if any, attached at the inception or during the Policy Period.

Service of Suit may be made upon: Counsel, Legal Department, Berkshire Hathaway Specialty Insurance Company

1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944

**Signatures:**

**Ralph Tortorella, Secretary**

**Peter Eastwood, President**

***09/11/2017***
***Dated***

Berkshire Hathaway Specialty Insurance

# FORMS SCHEDULE

**Named Insured:** The University Of Texas System

**Policy No.:** 47-XSF-304056-01

| Form Number | Title |
|---|---|
| FF-XS-DEC-10/2014 | Follow Form Excess Liability Common Policy Declarations |
| CLP-UN-016-07/2013 | Forms Schedule |
| FFP-XS-001-10/2014 | Follow Form Excess Liability Policy |
| FFP-XS-002-11/2014 | Schedule of Underlying |
| CLP-UN-010-07/2013 | Violation of Communication or Information Law Exclusion |
| CLP-UN-017-07/2013 | Securities Exclusion |
| CLP-UN-078-11/2013 | Products Completed Operations Extension Endorsement |
| CL-UN-083-01/2015 | Act of Terrorism Self-Insured Retention Endorsement |
| FFP-XS-013-07/2014 | Workers' Compensation and Similar Laws Exclusion |
| FF-XS-026-02/2016 | Confidential or Personal Information Disclosure Exclusion Endorsement |
| CL-UN-075-12/2016 | Cap On Losses From Certified Acts of Terrorism (ISO Based) |
| Manuscript | Composite Rate Endorsement |
| Manuscript | Limits of Insurance Construction Modification |
| FF-XS-005-07/2014 | Issuance of Follow Form Excess Policy Prior to Issuance or Receipt of the Followed Policy |

Berkshire Hathaway
Specialty Insurance

# Follow Form Excess Liability Policy

**THIS POLICY MAY CONTAIN OCCURRENCE, CLAIMS MADE, OR CLAIMS MADE AND REPORTED COVERAGES. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**

Throughout this policy the words "you" and "your" refer to the "named insured" shown in the Declarations and any other person or organization qualifying as a "named insured" under this policy.

The words "we", "us" and "our" refer to the company providing this insurance.

Words that appear in quotations in this policy have special meaning (see Section **V - DEFINITIONS** below).

**SECTION I - COVERAGES**

We will pay on behalf of the "insured" those sums in excess of the "retained limit" that the "insured" becomes legally obligated to pay as damages because of injury or damage to which this insurance applies.

Except as otherwise provided herein or endorsed to this policy, the insurance in this policy will follow the coverages, terms, representations, warranties, definitions, exclusions, conditions and limitations of the "followed policy" as of inception of this policy (subject to Section **IV.4.** below).

If any "underlying policy" includes any more restrictive coverage, terms, definitions, exclusions, conditions, or limitations, then this policy will follow the more restrictive provisions of any "underlying policy".

The amount we pay is limited as described in Section **III - LIMITS OF INSURANCE** below.

If any insurance provided by this policy would be in violation of any United States of America economic or trade sanctions, including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then that insurance shall be null and void.

**SECTION II - RETENTION**

Our obligations in this policy shall only attach after the "retained limit" has in fact been exhausted by payment, in legal currency, of damages by or on behalf of the "underlying insurers". The risk of uncollectability with respect to any "underlying policy" or "underlying insurers" for any reason is expressly retained by the "insured", and is not insured under this policy or otherwise assumed by us.

This policy will not recognize the reduction or exhaustion of the "retained limit" due to payments of amounts with respect to any occurrences, claims, losses, damages or suits that are not insured under this policy.

If any "underlying policy" grants coverage subject to a sublimit of liability, this policy shall not afford such coverage, however this policy shall recognize any reduction or exhaustion of the "retained limit" by payments with respect to such coverage pursuant to that "underlying policy".

**SECTION III – LIMITS OF INSURANCE**

1. The amount stated as the aggregate limit of insurance in Item **3.B.** and, if applicable, **3.C.**, of the Declarations Page of this policy is the most we will pay for all damages insured under this policy.
2. Subject to **1.** above, the limit stated in Item **3.A.** of the Declarations Page of this policy is the most we will pay for all damages arising out of any one loss, occurrence, claim or event.
3. Defense costs and expenses shall operate in an identical manner to the "followed policy".

## SECTION IV - CONDITIONS

1. **Headings**

   The words used in the headings of this policy are solely for convenience, and form no part of the terms and conditions of the insurance provided by this policy.

2. **Assistance and Cooperation**

   a. We shall have the same rights, privileges and protections afforded in the "followed policy". We shall also have the right, but not the obligation, to associate with the "insured" in the defense and settlement of any claim, suit or proceeding relative to an occurrence where a loss appears reasonably likely to involve us, in which event the "insured" shall co-operate with us in respect to the defense of such claim, suit or proceeding.

   b. Notwithstanding the foregoing, we will have the right and duty to defend any claim made or suit brought or proceeding instituted against an "insured" to which this policy applies if the applicable limits of "underlying policies" have been exhausted in accordance with **Section I – COVERAGE**.

3. **Changes to "Followed Policy"**

   a. We agree that we will follow:

      i) All changes made to the coverages, terms, representations, warranties, definitions, exclusions, conditions and limitations of the "followed policy" that do not broaden the scope of the insurance already provided; and

      ii) All additional "insured" and/or additional "named insured" changes subsequently endorsed on the "followed policy" that are not subject to an additional premium charge with respect to the "followed policy".

   b. Notwithstanding the foregoing, the following changes to the "followed policy" made after the inception date of this policy will not be binding on us unless we agree to them in writing:

      i) Any change that is subject to an additional premium charge; or

      ii) The inclusion of an additional coverage extension endorsement; or

      iii) Any other changes that broaden the scope of insurance already provided, except to the extent stated in **3.a.ii)** above.

4. **Maintenance of Underlying Insurance**

   You agree and represent that during the policy period:

   a. You will keep the "underlying policies" in full force and effect; and

   b. Any renewals or replacements of the "underlying policies" will provide equivalent insurance to, and afford limits of insurance equal to or greater than, the policy being renewed or replaced.

   If you fail to comply with these requirements, we will be liable only to the same extent that we would have been liable had you fully complied with these requirements, and the insurance in this policy will only apply as if such insurance and limits of insurance of the "underlying policies" were in place.

5. **Required Notices to Us by the Insured**

   As soon as practical, you shall give written notice to us of any:

   a. Occurrence, offense, claim or suit likely to involve this policy; and

   b. Change, cancellation or non-renewal of the "followed policy".

6. **Unimpaired Underlying Limits of Insurance**

   You warrant that the total limits as listed in the Schedule of Underlying Insurance shall be unimpaired as of the effective date of this policy. In the event such limits are impaired as of the effective date of this policy, this policy shall apply as if such limits of insurance were unimpaired. In the event of non-concurrent policy periods between this policy and any "underlying policies", only occurrences or claims that would be covered during the policy period of this policy shall be considered in determining the extent of any reduction or exhaustion of the underlying aggregate limits of insurance, and the insured shall retain liability for any resulting gap in insurance.

7. **Singular and Plural Form of a Word**

   If the singular or plural form of a word is used in this policy, such word shall also include the other form as required in the context of the sentence using such word, as appropriate, including the words contained in Section **V- DEFINITIONS** below (for example: "underlying policy" and "underlying policies").

8. **Service of Suit**

   It is agreed that in the event of our failure to pay any amount claimed to be due hereunder, we, at the request of the Insured, will submit to jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process may be made upon us as provided in the Declarations with respect to Service of Suit, and that in any suit instituted against us, upon this policy, we will abide by the final decision of such court or of an appellate court in the event of an appeal.

   Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the Counsel listed in the Declarations with respect to Service of Suit as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**SECTION V - DEFINITIONS**

The following Definitions apply to this policy:

1. "Followed policy" means the policy listed in Item **4.** of the Declarations Page of this policy.
2. "Insured" means any person or organization that is an insured pursuant to the "followed policy".
3. "Named insured" means the person or entity listed in Item **1.** of the Declarations Page of this policy.
4. "Retained limit" means the total applicable limits of all "underlying policies".
5. "Underlying insurer" means any of the insurers that are listed in the schedule of underlying insurance of this policy.
6. "Underlying policy" means each policy listed in the Schedule of Underlying Insurance forming a part of this policy and any other applicable underlying insurance, including any self-insured retentions.

Berkshire Hathaway Specialty Insurance

## ENDORSEMENT

This endorsement, effective 12:01AM: **08/01/2017**
Forms a part of Policy No.: **47-XSF-304056-01**
Issued to: **The University Of Texas System**
By: **Berkshire Hathaway Specialty Insurance Company**

# SCHEDULE OF UNDERLYING

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**FOLLOW FORM EXCESS LIABILITY POLICY**

SCHEDULE OF UNDERLYING INSURANCE:
FOLLOWED POLICY:

| Coverage Description | Insurer<br>Policy Period<br>Policy Number | Limits of Insurance<br>Retentions<br>Defense Treatment |
|---|---|---|
| **General Liability** | Zurich American Insurance Company<br>08/01/2017 to 08/01/2023<br>Policy #GLO 4353409-00 | $2,000,000 Per Occurrence<br>$5,000,000 Personal and Advertising Injury Limit<br>$5,000,000 General Aggregate<br>$5,000,000 Products-Completed Operations Aggregate<br><br>Deductible<br>Defense Treatment: Outside the Limit |

UNDERLYING POLICY:

| Coverage Description | Insurer<br>Policy Period<br>Policy Number | Limits of Insurance<br>Retentions<br>Defense Treatment |
|---|---|---|
| **Employer's Liability** | Zurich American Insurance Company<br>08/01/2017 to 08/01/2023<br>Policy #WC0183286 | $1,000,000 Each Employee<br>$1,000,000 Each Accident<br>$1,000,000 Policy Limit<br><br>Defense Treatment: Outside the Limit |

All other terms and conditions of the policy remain unchanged.

Berkshire Hathaway
Specialty Insurance

**ENDORSEMENT**

| | |
|---|---|
| This endorsement, effective 12:01AM: | **08/01/2017** |
| Forms a part of Policy No.: | **47-XSF-304056-01** |
| Issued to: | **The University Of Texas System** |
| By: | **Berkshire Hathaway Specialty Insurance Company** |

# VIOLATION OF COMMUNICATION OR INFORMATION LAW EXCLUSION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY POLICY**
**COMMERCIAL UMBRELLA LIABILITY POLICY**
**COMMERCIAL RETAINED LIMIT LIABILITY INSURANCE POLICY**
**FOLLOW FORM EXCESS LIABILITY POLICY**

The following exclusion is added to the policy:

**Violation of Communication or Information Law**

This policy does not provide coverage for any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws that prohibits or limits the sending, transmitting or communicating of material or information.

All other terms and conditions of the policy remain unchanged.

Berkshire Hathaway
Specialty Insurance

**ENDORSEMENT**

This endorsement, effective 12:01AM: **08/01/2017**
Forms a part of Policy No.: **47-XSF-304056-01**
Issued to: **The University Of Texas System**
By: **Berkshire Hathaway Specialty Insurance Company**

# SECURITIES EXCLUSION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY POLICY**
**COMMERCIAL UMBRELLA LIABILITY POLICY**
**COMMERCIAL RETAINED LIMIT LIABILITY INSURANCE POLICY**
**FOLLOW FORM EXCESS LIABILITY POLICY**
**PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

The following exclusion is added to the policy:

**Securities**

This policy does not provide coverage for any "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Any violation of any securities law or similar law or any regulation promulgated thereunder;
2. The purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument;
3. Any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or
4. Any depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

All other terms and conditions of the policy remain unchanged.

Berkshire Hathaway Specialty Insurance

**ENDORSEMENT**

| | |
|---|---|
| This endorsement, effective 12:01AM: | **08/01/2017** |
| Forms a part of Policy No.: | **47-XSF-304056-01** |
| Issued to: | **The University Of Texas System** |
| By: | **Berkshire Hathaway Specialty Insurance Company** |

# PRODUCTS COMPLETED OPERATIONS EXTENSION ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY POLICY**
**COMMERCIAL UMBRELLA LIABILITY POLICY**
**COMMERCIAL RETAINED LIMIT LIABILITY INSURANCE POLICY**
**FOLLOW FORM EXCESS LIABILITY POLICY**
**PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

The following Condition is added to the policy:

With respect to the coverage provided by this policy for "bodily injury" and "property damage" that is included within the "products-completed operations hazard", an "occurrence" within Ten (10) years after a project is put to its intended use or a certificate of occupancy has been issued, whichever is earlier, will be treated as an "occurrence" within the policy period of this policy.

All other terms and conditions of this policy remain unchanged.

Berkshire Hathaway Specialty Insurance

**ENDORSEMENT**

This endorsement, effective 12:01AM: **08/01/2017**
Forms a part of Policy No.: **47-XSF-304056-01**
Issued to: **The University Of Texas System**
By: **Berkshire Hathaway Specialty Insurance Company**

# ACT OF TERRORISM SELF-INSURED RETENTION ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL UMBRELLA LIABILITY POLICY**
**FOLLOW FORM EXCESS LIABILTY POLICY**

The following apply with respect to any act of "terrorism":

I. This policy is subject to the following additional Self-Insured Retention:

**Act of "Terrorism" Self-Insured Retention:** $

II. We will have no duty to defend any "suit" against the "insured" with respect to any act of "terrorism". We will, however, have the right, but not the duty, to participate in the defense of any "suit" and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

III. The Act of "Terrorism" Self-Insured Retention is only reduced by the payment of damages. Expenses incurred to defend any "suit" or to investigate any claim will not erode or exhaust the Act of "Terrorism" Self-Insured Retention.

IV. As used in this endorsement "terrorism" means:

**(1)** any act that is certified by the United States Secretary of the Treasury, in consultation with the United States Secretary of Homeland Security, and United States Attorney General, to be an act of "terrorism" pursuant to the Terrorism Risk Insurance Act of 2002, including all amendments thereto; or

**(2)** activities against persons, organizations or property of any nature, including any actions in hindering, defending against, responding to or retaliating against an actual or suspected activities:

**a.** That involve the following or preparation for the following:

I. Use or threat of force or violence; or

II. Commission or threat of a dangerous act; or

III. Commission or threat of an act that interferes with or disrupts an electronic,

communication, information, or mechanical system; and

**b.** When one or both of the following applies:

**I.** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

**II.** It appears that the intent is to intimidate or coerce a government, or to further political, philosophical, ideological, religious, social, economic, or similar type objectives or positions, or to express (or express opposition to) any such objectives, positions, ideas or beliefs.

**V.** Coverage does not apply, however, with respect to any "bodily injury", "property damage", "personal and advertising injury" or any other loss, cost, defense fee, expense, injury, damage, claim, dispute or "suit" that is otherwise excluded and/or not insured by this policy, including, but not limited to, any exclusions with respect to war, nuclear liability, or "terrorism", in whole or in part.

All other terms and conditions of this policy remain unchanged.

Berkshire Hathaway Specialty Insurance

**ENDORSEMENT**

| | |
|---|---|
| This endorsement, effective 12:01AM: | **08/01/2017** |
| Forms a part of Policy No.: | **47-XSF-304056-01** |
| Issued to: | **The University Of Texas System** |
| By: | **Berkshire Hathaway Specialty Insurance Company** |

# WORKERS' COMPENSATION AND SIMILAR LAWS EXCLUSION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**FOLLOW FORM EXCESS LIABILITY POLICY**

The following exclusion is added the policy:

**Workers' Compensation And Similar Laws**

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury" or any other loss, cost, defense fee, expense, injury, damage, claim, dispute or "suit" caused by, resulting from, or with respect to any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

All other terms and conditions of this policy remain unchanged.


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Berkshire Hathaway Specialty Insurance

**ENDORSEMENT**

This endorsement, effective 12:01AM: **08/01/2017**
Forms a part of Policy No.: **47-XSF-304056-01**
Issued to: **The University Of Texas System**
By: **Berkshire Hathaway Specialty Insurance Company**

# CONFIDENTIAL OR PERSONAL INFORMATION DISCLOSURE EXCLUSION ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**FOLLOW FORM EXCESS LIABILITY POLICY**

**I.** The following exclusion is added to the policy:

**Confidential or Personal Information Disclosure Exclusion**

This policy does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost, defense fee, expense, injury, damage, claim, dispute or "suit", however caused, in whole or in part arising out of, resulting from, or in any way related to any actual or alleged:

**a.** unauthorized or improper access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of "electronic data", including, but not limited to, any patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of non-public information;

**b.** violation of any statute, regulation, common-law, or any other law regulating or protecting access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of "electronic data".

For purposes of this endorsement, "electronic data" includes, but is not limited to, information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This exclusion applies to, among other things, damages or amounts associated with any notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost or expense, whether incurred by you or others, arising out of any access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information that is subject to this exclusion.

This exclusion does not apply, however, to:

a. "Direct bodily injury", which, for purposes of this endorsement only means: bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time; or

b. "Direct property damage", which, for purposes of this endorsement only means: physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.

Tangible property does not include any information, facts, programs, instructions, commands, electronic data, and anything else stored as or on, created or used on, or transmitted to or from computers or their software, including, but not limited to, systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, networks, clouds, or other media used with electronically controlled equipment.

All other terms and conditions of this policy remain unchanged.

Berkshire Hathaway
Specialty Insurance

**ENDORSEMENT**

This endorsement, effective 12:01AM: **08/01/2017**
Forms a part of Policy No.: **47-XSF-304056-01**
Issued to: **The University Of Texas System**
By: **Berkshire Hathaway Specialty Insurance Company**

# CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY POLICY**
**HEALTHCARE PRIMARY LIABILITY POLICY**
**COMMERCIAL UMBRELLA LIABILITY POLICY**
**HEALTHCARE UMBRELLA LIABILITY POLICY**
**COMMERCIAL RETAINED LIMIT LIABILITY POLICY**
**FOLLOW FORM EXCESS LIABILITY POLICY**
**PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**
**POLLUTION LEGAL LIABILITY POLICY**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Calendar Year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means any act that is certified by the United States Secretary of the Treasury, in consultation with the United States Secretary of Homeland Security, and the United States Attorney General, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions of this policy remain unchanged.


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Berkshire Hathaway Specialty Insurance

**ENDORSEMENT**

| | |
|---|---|
| This endorsement, effective 12:01AM: | **08/01/2017** |
| Forms a part of Policy No.: | **47-XSF-304056-01** |
| Issued to: | **The University Of Texas System** |
| By: | **Berkshire Hathaway Specialty Insurance Company** |

# COMPOSITE RATE ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**FOLLOW FORM EXCESS LIABILITY POLICY**

The premium for this policy will be computed upon a composite basis as shown in the **Premium Schedule** below in accordance with our rules, rates, rating plans, premiums and minimum premiums and the other policy terms.

**PREMIUM SCHEDULE**

| BUSINESS CLASSIFICATION DESCRIPTION | EXPOSURE BASIS | ESTIMATED EXPOSURE | PREMIUM BASIS (PER) | RATE | TOTAL ADVANCE PREMIUM | MINIMUM PREMIUM |
|---|---|---|---|---|---|---|
| | Construction Value | | | | | |

I. The following **Project Notification Condition** is added to the policy and supersedes anything to the contrary:

You shall provide notification to us of the addition of each project to which this policy shall apply. Notification shall be provided in accordance with the notification terms of the "followed policy" and at the same time as such notice is provided to the issuing insurer of the "followed policy".

II. The following definitions apply to this endorsement:

The term "**construction value**" has the same definition of the "followed policy."

When "policy period" is not defined in the policy, it means the policy period as stated on the Declarations Page of the policy.

All other terms and conditions of this policy remain unchanged.

Berkshire Hathaway Specialty Insurance

**ENDORSEMENT**

| | |
|---|---|
| This endorsement, effective 12:01AM: | **08/01/2017** |
| Forms a part of Policy No.: | **47-XSF-304056-01** |
| Issued to: | **The University Of Texas System** |
| By: | **Berkshire Hathaway Specialty Insurance Company** |

# LIMITS OF INSURANCE CONSTRUCTION MODIFICATION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**FOLLOW FORM EXCESS LIABILITY POLICY**

I. **Item 3. Limits of Insurance** as found on the Declarations page is deleted and replaced with the following:

**Item 3. Limits of Insurance:**

| | |
|---|---|
| **A. Per Occurrence:** | **$25,000,000** |
| | |
| **B. Aggregate Limit of Insurance (Except Auto):** | **$25,000,000** |
| | |
| **C. Products-Completed Operations Aggregate Limits of Insurance:** | |
| **1. Per Project Products-Completed Operations Aggregate Limit of Insurance (Applicable to Each Construction Project With Construction Value In Excess of $100,000,000):** | **a. $25,000,000 (During the Policy Period); and**<br>**b. $25,000,000 (Products-Completed Operations Extension Period)** |

| | |
|---|---|
| **2. Single Total Products-Completed Operations Aggregate Limit of Insurance (Applicable to All Construction Projects With Construction Value of $100,000,000 or Less):** | **a. $25,000,000 (During the Policy Period); and**<br>**b. $25,000,000 (Products-Completed Operations Extension Period)** |
| **3. Policy Aggregate Products-Completed Operations Maximum Limit:** | **$125,000,000** |

II. **SECTION III – LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

1. The amount stated as the Aggregate Limit of Insurance in Item **3.B.** of the Declarations Page of this policy is the most we will pay for all damages not included within the "products-completed operations hazard" and insured under this policy. Item **3.B.** shall apply in the same manner as the corresponding aggregate limit of liability in the "followed policy", including on a per project or per location basis.

2. The amounts stated as the Products-Completed Operations Aggregate Limits of Insurance in Item **3.C.** of the Declarations Page of this policy is the most we will pay for all damages included within the "products-completed operations hazard" and insured under this policy. These Limits of Insurance apply as follows:

**A.** Items **3.C.1.a.** and **b.**:

**(1)** Subject to **3.C.3.**, the Limit of Insurance stated in **3.C.1.a.** is the most we will pay for all damages:

**a.** Because of "bodily injury" or "property damage" included within the "products-completed operations hazard" that occurs during the policy period; and

**b.** Arising out of projects that have a Construction Value in excess of $100,000,000.

Item **3.C.1.a.** applies separately to each insured project.

**(2)** Subject to **3.C.3.**,the Limit of Insurance stated in **3.C.1.b.** is the most we will pay for all damages:

**a.** Because of "bodily injury" or "property damage" included within the "products-completed operations hazard" that first occurs during the "products-completed operations hazard" extension period; and

**b.** Arising out of projects that have a Construction Value in excess of $100,000,000.

Item **3.C.1.b.** applies separately to each insured project.

**B.** Item **3.C.2.a.** and **b.**:

**(1)** Subject to **3.C.3.**,the Limit of Insurance stated in **3.C.2.a.** is the most we will pay for all damages:

**a.** Because of "bodily injury" or "property damage" included within the "products-completed operations hazard" that occurs during the policy period; and

**b.** Arising out of projects that have a Construction Value of $100,000,000 or less.

Item **3.C.2.a.** applies to all insured projects with Construction Value of $100,000,000 or less regardless of the number of such projects. Under no circumstances shall Item **3.C.2.a.** apply on a per project or per location basis.

**(2)** Subject to **3.C.3.**, the Limit of Insurance stated in **3.C.2.b.** is the most we will pay for all damages:

**a.** Because of "bodily injury" or "property damage" included within the "products-completed operations hazard" and that occurs during the "products-completed operations hazard" extension period; and

**b.** Arising out of projects that have a Construction Value in excess of $100,000,000.

Item **3.C.2.b.** applies to all insured projects with Construction Value of $100,000,000 or less regardless of the number of such projects. Under no circumstances shall Item **3.C.2.b.** apply on a per project or per location basis.

**C.** Item **3.C.3.**:

The Limits of Insurance stated in Items **3.C.1.** and **3.C.2.** shall be subject to the Policy Aggregate Products-Completed Operations Maximum Limit stated in **3.C.3.** The Policy Aggregate Products-Completed Operations Maximum Limit is the most we will pay under this policy for all damages to which this policy applies included within the "products-completed operations hazard".

Our duties and obligations under this policy shall terminate and cease once this Policy Aggregate Products-Completed Operations Maximum Limit is reached.

Under no circumstances shall Item **3.C.3.** apply on a per project or per location basis. This Policy Aggregate Maximum Products-Completed Operations Limit is the most we will pay for all damages within Item **3.C.** insured under this policy regardless of the number of "insureds"; claims made or "suits" brought; persons or organizations bringing claims or "suits"; projects or locations; losses; occurrences; claims; events or any other similar basis upon which a Limit of Insurance may be calculated.

**3.** The Products-Completed Operations Limits of Insurance stated in Item **3.C.** shall not reinstate on an annual basis.

**4.** Subject to the paragraphs **1.** and **2.** above, the limit stated in Item **3.A.** of the Declarations Page of this policy is the most we will pay for all damages arising out of any one loss, occurrence, claim or event.

**5.** Defense costs and expenses shall operate in an identical manner to the "followed policy".

**6.** As used herein, Construction Value shall have the same meaning as used in the **Composite Rate Endorsement** attached to this policy.

All other terms and conditions of this policy remain unchanged.

Berkshire Hathaway Specialty Insurance

**ENDORSEMENT**

This endorsement, effective 12:01AM: **08/01/2017**
Forms a part of Policy No.: **47-XSF-304056-01**
Issued to: **The University Of Texas System**
By: **Berkshire Hathaway Specialty Insurance Company**

# ISSUANCE OF FOLLOW FORM EXCESS POLICY PRIOR TO ISSUANCE OR RECEIPT OF THE FOLLOWED POLICY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**FOLLOW FORM EXCESS LIABILITY POLICY**

This policy has been issued on the basis that it is following the same terms, warranties, definitions, exclusions, conditions and limitations (except to the extent altered by endorsement to this policy) that are contained in the "followed policy" whose binder is dated 07/28/2017 and is attached to this endorsement.

Once the "followed policy" is/are issued to the Insurer for review, any difference in coverage between the binder and the "Followed Underlying Policy" which does not fall within Section **IV – CONDITIONS** paragraph **3.a.** will not be binding upon the Insurer unless agreed to by the Insurer in writing.

Upon satisfactory review of the "followed policy" by the Insurer, an endorsement will be issued to this Policy deleting this endorsement and attached binder(s) in its entirety and endorsing this Policy, if necessary.

All other terms and conditions of this policy remain unchanged.

# Rolling Owner Controlled Insurance Program

# Binder
# WC0183286 & GLO0183287

# The Board of Regents of
# The University of Texas System
# Office of Risk Management
# Phase VII

**Program Term**

# 08/01/17 to 08/01/2023

**Submitted to**

# Marsh USA Inc.

**On**

# July 28, 2017

**This Binder was prepared by:**
Brenda Lemont
**Telephone:** (214) 866-1194
**Email: Brenda.lemont@zurichna.com**

THIS PROPOSAL EXPIRES ON THE EFFECTIVE DATE. THIS IS A PROPOSAL FOR INSURANCE. THIS IS NOT AN INSURANCE POLICY. ANY COVERAGE DESCRIPTION SHOWN MAY BE AN ABBREVIATED TITLE AND DOES NOT INDICATE IN-FORCE COVERAGE. ONLY THE POLICY ITSELF PROVIDES COVERAGE. THIS PROPOSAL IS NOT A PART OF AND IS NOT INCORPORATED INTO THE INSURANCE POLICY. IF THERE IS ANY CONFLICT BETWEEN THE COVERAGE DESCRIPTIONS SHOWN IN THIS PROPOSAL AND THE ACTUAL INSURANCE POLICY, THE INSURANCE POLICY PREVAILS. THE INSURANCE POLICY SUPERSEDES THIS PROPOSAL.

THIS PROPOSAL IS PRESENTED TO YOU WITH THE UNDERSTANDING THAT NEITHER ZURICH NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, OR EMPLOYEES, OFFER, OR PURPORT TO OFFER, ADVICE TO YOU CONCERNING THE PROPER FINANCIAL, ACCOUNTING, OR TAX TREATMENT FOR THE POLICY(IES) OF INSURANCE REFERENCED HEREIN AND NOTHING HEREIN SHOULD BE CONSIDERED TO CONSTITUTE SUCH ADVICE. IF ACCOUNTING ADVICE, TAX ADVICE, OR OTHER EXPERT PROFESSIONAL ASSISTANCE IS REQUIRED, YOU SHOULD CONSULT WITH YOUR OWN ACCOUNTANT, ADVISER, COUNSEL, OR OTHER SIMILAR COMPETENT PROFESSIONAL WITH EXPERTISE IN THE REQUIRED AREA.

**If you want to learn more about the compensation Zurich pays agents and brokers visit: http://www.zurichnaproducercompensation.com or call the following toll-free number: (866) 903-1192. This Notice is provided on behalf of Zurich American Insurance Company and its underwriting subsidiaries**

# Zurich's Qualifications & Experience

Zurich in North America – Construction is a member of Zurich Financial Services Group, a global insurer offering product innovation, competitive pricing and tailored services. A.M. Best, one of the industry's independent and definitive resources for evaluating insurers' ability to meet their obligations, rates Zurich as an A company.

Zurich in North America – Construction is a dedicated construction underwriting group that provides insurance and services for both Owner and Contractor Controlled Insurance Programs.

Zurich in North America – Construction has written numerous Owner Controlled Insurance Programs, covering projects as diverse as retail shopping centers, office buildings, school districts, stadiums, airports, bridges and highways, hospitals and petrochemical complexes, with terms extending through 2011. In addition, we are a major market for the Top ENR Commercial General Contractors.

Our account management philosophy allows us to work with you to tailor services to meet your needs and our synergistic service approach brings together into one cohesive team the disciplines of underwriting, claims, risk engineering and premium audit. This team effort results in efficient and effective communications and enhanced customer service.

## ACCOUNT SERVICE TEAM

| RESPONSIBILITY | CONTACT | PHONE |
|---|---|---|
| | | |
| **Regional Vice President** | Wayne Hanson | (214) 866-1353 |
| **Dallas Construction Manager** | Aaron Jackson | (214) 866-1618 |
| **Senior Account Executive** | Brenda Lemont | (214) 866-1194 |
| **Underwriting Assistant** | Nancy Gardner | (214) 866-1276 |
| **Risk Engineering Account Coordinator** | Bill Hornback | (972) 377 6910 |
| **Construction Claims Consultant** | Cheri Perches | (281) 380-5400 |
| **Sr. WC Specialist** | Desiree Martyn | (214) 866-1120 |
| **Sr. GL Specialist** | Vickie Jacobsen | (214) 866-1152 |
| **Premium Audit Coordinator** | Melissa Julifs | (847) 413-5358 |

# PROGRAM SUMMARY

## Paid Loss Deductible Program

| Deductible Parameters | Option 1 |
|---|---|
| Construction Value | |
| WC Deductible Per Occurrence | |
| GL Deductible Per Occurrence | |
| Clash Deductible Per Occurrence | |
| Basket Deductible Aggregate Amount Minimum 100% (GL and WC) | |
| Basket Deductible Aggregate Rate per $1000 CV | |

## Deductible Rates and Estimated Premium:

| Primary Parameters | Option 1 |
|---|---|
| WC Fixed Rate Per $ 1000 of CV | |
| GL Fixed Rate Per $1000 of CV | |
| WC Premium (50% Minimum) | |
| GL Premium (50% Minimum) | |
| | |
| **Total Program Premium (Excluding TRIA/ Assessments/Surcharges/EC)** | |
| Total Program Premium Rate Per $1000of CV | |
| Estimated Assessments, Surcharges, and Expense Constant (150 x 5 years) | |
| Terrorism (WC mandatory - est. $.02 per $100 of WC payroll) | |
| DTEC – Not applicable at this time | |
| Terrorism (GL mandatory – 1% of GWP) | |
| **Total Program Premium Including TRIA/ Assessments/ etc** | |

****All Rates and Premiums are excluding TRIA, DTEC or other Assessments**

**We will adjust premium once enrolled Construction Values exceed $3 Billion. We can change this once UT determines how they want to proceed with volume and payments.**

# Loss Picks

| Deductible Parameters | Option 1 | Option 2 |
|---|---|---|
| Deductible | | |
| WC Loss Pick | | |
| GL Loss Pick | | |
| Combined Loss Pick | | |

# PROGRAM SUMMARY CON'T

## COMMENTS / RESTRICTIONS :

**This Proposal describes the coverage, terms and conditions offered by the Company. Please review them carefully as they may differ from the specifications requested in the submission.**

- **This proposal is subject to a review of the campus requirements to participate in the ROCIP through OFPC. All Campuses shall follow and adhere to OFPC Health and Safety Programs, Plans, Best Practices and Guidelines to include those UT campuses that elect to opt out of OFPC oversight. I understand that OFPC safety standards and requirements will be in place for all enrolled projects and this is acceptable to Zurich.**
- **Temporary labor staffing firms and PEO's or leasing companies must meet the same criteria as UT has outlined for Phase VI in the ROCIP manual. No day laborers or unskilled workers will be utilized.**
- **Marsh and UT will work with Zurich to create a form that contains appropriate information for claim reporting.**
- General Aggregate Limits are per project and reinstate annually.
- **Products and Completed Operations Aggregate Limit** will apply as follows: The Products-Completed Operations Aggregate Limit will apply separately to each project with construction value equal or greater than $100,000,000 subject to an overall Aggregate of $25,000,000. All projects with construction value under $100,000,000 will share a Products-Completed Operations Aggregate limit. A separate limit will be applied for the ECO period but ALL limits are still aggregated at $25,000,000.
- GL rates include 10 years of Extended Completed Operations or Statute of Repose, whichever is less.
- Rates include 1875 hours of R.E. services as currently provided under Phase VI. As an example this includes Weekly PSC safety calls, Monthly ROCIP meetings, Quarterly UTSW meetings, Monthly RECATS, Knowledge transfer, Claim reviews, Site visits, Quarterly webinars, UTMB Galveston Quarterly meetings.
- Rates also include 1250 hours of services to be customized with Zurich Risk Engineering over the next few weeks if we are successful binding coverage.
- These hours only apply to Phase VII projects and include services such as Industrial Hygiene, QA/QC, Weather and Water Intrusion seminars, Wet Work Permit program seminars, Large Loss Lessons Learned seminars, XRAY, ZHA, Construction Safety Leadership seminar – this is just a sampling of services that can be provided.
- These are services that are available but not convertible to cash or refund and not available to roll over into the next phase.
- As respects the Subcontractor policies, terms and conditions may change due to the effective date that the Subcontractors' Workers' Compensation policy is issued in order to comply with all states regulatory form editions applicable at inception of the policy.
- Statutorily required endorsements will be included for the applicable states.
- This program does not contemplate any residential exposure other than college dormitories that are not for sale.
- Enrollment in the Workers' Compensation program automatically enrolls the subcontractor in the General Liability portion of the program. If a subcontractor is not enrolled in the Workers' Compensation program there will be no coverage provided under the General Liability program until such time as that subcontractor is specifically approved and endorsed onto the General Liability policy by the Zurich underwriter.
- The term of the Project is 72 months with a Provisional Review Clause effective at 4 years and 6 months after inception of the policy. The review will be calculated and presented prior to inception of the 5th year and any changes will be effective from years 5 through expiration of the program. The cap for increase will be 5%.
- Any projects enrolled should be completed by the end of the 72 months.

- Any wet exposures developed after inception will have separate rates applied at 150% of the composite rate.
- Estimated exposures are subject to physical audit to determine actual policy premiums. Audits will be performed at our discretion during the project and at project completion.
- Broker will provide Zurich with a CV/payroll report on an annual basis or as otherwise determined.
- Broker will provide Zurich with final completion document as each project completes.
- We reserve the right to renegotiate our rates based on a change in exposure, scope or benefit rate changes. Scope is defined as change from description of construction as detailed in submission.
- Deductible Agreement, Specifications to Deductible Agreements signed must be and received by Zurich within 30 days of binding. Collateral, if any, must be received with 30 days of binding to avoid cancellation.
- WC & GL Allocated Loss Adjustment Expenses (ALAE) Will erode the Deductible Limit.
  WC & GL Allocated Loss Adjustment Expenses (ALAE) Will erode the Deductible Aggregate
- WC & GL Allocated Loss Adjustment Expenses (ALAE) is Outside the Policy Limits
- **Composite Rating is based on Construction Value as defined in proposal.**

**OCIP BEST PRACTICES**

**The coverages provided under this proposal are expressly conditioned upon the insured's incorporation of specific loss control and health & safety requirements in the written contract documents and safety plan for all enrolled projects as follows:**

1. 100% Fall Protection for any worker exposed to a 6 foot fall, during all phases of the project.

2. Pre-Employment, Reasonable Suspicion, Probable Cause, and Post Accident Drug testing for all enrolled contractors. Project specific underwriting exception is required for enrollment of any project requiring less than this Substance Abuse Program scope.

3. The insured or their designee will provide an Orientation to all employees prior to their performance of work on the project.

4. The insured will implement a Return-to-Work program which contractually requires its contractors and all subcontractors to provide modified duty positions for injured employees to the fullest extent permitted by law.

5. Contracts should provide for vertical waivers to all other contractors for any loss associated with property damage under construction.

6. EMR's will be reviewed as part of the existing UT selection process, where EMR's are currently reviewed over 1.25. Any EMR higher than 1.25 will be subject to additional review by the underwriter who will be notified of the matter as per the UT process. Such review will take place within 2 business days and prior to enrollment. If the underwriter is not available, the UT team will contact Angela Skow at 214.866.1269 or 469.713.7034.

7. Timely enrollment of subcontractors into the program must be adhered too. A subcontractor should not be onsite working unless enrollment has been processed and all orientation procedures have been followed. Enrollment should not be processed until the contractor is ready to start work at the site. All late enrollments that result in backdating of coverage will need a No Known Loss Letter on the contractors letterhead **and signed by a corporate officer of the legal entity,** and prior approval by the underwriter before processing for enrollment.

   KNLL Sample wording: This is to verify that no person, organization, member or other legal entity of [Insert Name of Entity requesting enrollment] has received any demand or suit against us, and no person, organization, member or other legal entity of [Insert Name of Entity requesting enrollment] knows of any facts, circumstances or accidents which may reasonably be expected to result in a Workers Compensation or General Liability claim from [insert proposed

enrollment date] to the date of this letter.

8. Enrollment process: Administrator must submit complete enrollment documents to the Zurich Wrap Up unit in Schaumburg, ILL.

   email at construction.wrapupteam@zurichna.com
   fax number to the construction mailbox: 866-947-3464
   phone number: 847-230-2501 key contact Ruth Brannon
   Direct all enrollments to this mailbox and within 24 business hours you will receive the needed policy numbers and the policy will be forwarded to you for electronic distribution to the contractor within thirty business days.

**With respect to 1 through 7 above, Zurich reserves the right to cancel the program for Non-Compliance.**

## Treatment of ALAE

For Non-Residential Projects Only

- WC & GL Allocated Loss Adjustment Expenses (ALAE) will erode the Deductible Limit.
- WC & GL Allocated Loss Adjustment Expenses (ALAE) will erode the Aggregate Limit
- WC & GL Allocated Loss Adjustment Expenses (ALAE) is Outside the Policy Limits

**Definition of Residential Building:**

"Residential building construction" means "your work" including construction, reconstructing, remodeling or repair for
(a) Any single family or multi-family dwelling, including but not limited to houses, townhomes, townhouses, condominiums, cooperatives, duplexes, triplexes, fourplexes or apartments;
(b) Any structure that combines any other use with "residential building construction" as described in Paragraph (a) above, provided such structure contains **20%** or more of the occupancy by square footage indicated in Paragraph (a) above; and
(c) Any other structure, improvement or grading of land which is attached to or ancillary to any structure identified in Paragraphs (a) or (b) above,

"Residential building construction" does not include "your work" for any structure that functions solely as time shares, a hotel, a motel, a nursing home, an assisted living senior housing care facility, a college campus dormitory or government housing on military bases.

## Named Insured - WC:

The Board of Regents of the University of Texas System

ALL CONTRACTORS OF ANY TIER ENROLLED IN THE CONTROLLED INSURANCE PROGRAM AND WHO PERFORM WORK AT A DESIGNATED PROJECT SITE AS DEFINED IN THE DESIGNATED WORKPLACE EXCLUSION ENDORSEMENT (WC 00 03 02).

UNLESS OTHERWISE ENDORSED ON THIS POLICY, NO COVERAGE WILL BE PROVIDED TO VENDORS, SUPPLIERS, MATERIAL DEALERS, DEMOLITION, ABATEMENT CONTRACTORS, OR OTHER HAZARDOUS WASTE REMOVAL CONTRACTORS WHO VISIT, MAKE DELIVERIES TO OR WORK TEMPORARILY AT THE PROJECT SITE(S).

## Named Insured - GL:

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** The following is added to Section **II – Who Is An Insured**:

**1.** Subject to Paragraph **2.** below, a contractor of any tier will qualify as a Named Insured, if such contractor:

**a.** Is enrolled in the Owner Controlled Insurance Program for which this policy is provided; and

**b.** Performs operations at a "designated project".

**2.** Unless added by separate endorsement, the following are not an insured under this policy:

**a.** Vendors, suppliers, material dealers, abatement contractors, blasting contractors, delivery persons, haulers, hazardous waste removal contractors;

**b.** Any person or organization that manufactures or fabricates products or components outside the "designated project" that does not also install the product or component at the "designated project"; or

**c.** Other than the persons or organizations referenced in **3.** below, any contractor or other person or organization that does not have dedicated payroll for employees on-site at the "designated project".

**3.** The person or organization shown in the Declarations of this policy and their subsidiaries, associated and affiliated companies, successors, or assigns, as now exist or may hereafter be acquired or formed, and any corporation or other business organization which the person or organization shown in the Declarations of this policy owns, operates or controls, including the interest as successor to any corporation or other business organization acquired, merged, or transformed into any of the foregoing, and other interests as are now or hereafter related to the person or organization shown in the Declarations of this policy are not insured for "bodily injury", "property damage" or "personal and advertising injury" arising from their own acts or omissions. Such persons or organizations are Named Insureds only for liability arising from:

**a.** The acts or omissions of the Named Insureds described in Paragraph **1.** above; or

**b.** The acts of "employees" as insureds as provided in Paragraph **B.** below, but only while those "employees" are performing duties solely related to construction activities at the "designated project".

**B.** Solely with respect to the person or organization designated in Paragraph **A.3.** of this endorsement, Paragraph **2.a.** of Section **II – Who Is An Insured** is replaced by the following:

**2.** Each of the following is also an insured:

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a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you while performing duties solely related to construction activities at the "designated project". However, none of these "employees" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

C. For purposes of this endorsement, "designated project" is defined in the Limitation of Coverage to Designated Project(s) endorsement (U-GL-1305) attached to this Coverage Part.

All other terms and conditions of this policy remain unchanged.

## Project Location:

**General Liability:**

**Project:** All construction operations associated with the project(s) endorsed on to this policy via the Limitation of Coverage to Designated Project endorsement/Schedule.

Designated Project(s): Refer to Monthly Report in file which includes each project identified in the Marsh Monthly Report for the University of Texas System Rolling Owner Controlled Insurance Program Phase VII with coverage for such project beginning on the notice to proceed date as listed in the Report.

"Designated Project" means:

The projects shown on the Designated Project Declarations endorsement, including operations on and off the project site or location that are necessary or incidental to the project as described in contract documents. "Designated Project" includes the work site(s) associated with such "designated project(s)" and any offsite staging areas, as long as they are dedicated solely to the "designated project(s)". Also included are those areas immediately adjacent to the "designated projects", including boundaries of local streets or public easement, in which the enrolled subcontractors at any tier perform work under their respective contracts.

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# COMMERCIAL GENERAL LIABILITY COVERAGE

**Issuing Company: Zurich American Insurance Company**

**Policy Number:**

| COVERAGE (Coverage is Based on General Liability Form CG 0001 ED 1204) | LIMITS |
|---|---|
| General Aggregate Limit (Other than Products – Completed Operations) | $5,000,000 |
| Product-completed Operations Aggregate Limit | $5,000,000 |
| Personal and Advertising Injury Limit (Any One Person or Organization) | $2,000,000 |
| Each Occurrence Limit | $2,000,000 |
| Fire Legal Liability (Any One Fire) | $250,000 |
| Medical Expense Limit (Any One Person) | $10,000 |

| Program Structure | Retention | Retention Applies Per: | ALAE | Aggregate Applies |
|---|---|---|---|---|
| Paid Loss Deductible | | Occurrence | Included | Yes |

| COMMENTS |
|---|
| This proposal includes only the coverage terms outlined in the attached Forms Checklist. |

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# ENDORSEMENTS, EXCLUSIONS & CONDITIONS

Note: All state mandatory forms will be added in addition to those listed below, and the most current approved edition date will be used, unless otherwise noted.

## OWNER ROLLING OR MULTI SITE

| COMMON POLICY FORMS AND ENDORSEMENTS | |
|---|---|
| U-GL-1114-A CW | NAMED INSURED – OWNER CONTROLLED INS PROGRAM – Manuscript amended wording |
| U-GL-1175-E CW | ADDITIONAL INSURED – AUTOMATIC-OWNERS, LESSEES OR CONTRACTORS |
| U-GU-621-A<br>**DELETED** | SCHEDULE OF NAMED INSURED(S)<br>**Not needed because of UGL1114A above.** |
| U-GU-619-A | SCHEDULE OF FORMS AND ENDORSEMENTS |
| U-GU-406-A | INSTALLMENT PREMIUM SCHEDULE<br>***PER INVOICE – Payment terms TBD.*** |
| U-GU-319-F | IMPORTANT NOTICE-IN WITNESS CLAUSE |
| U-GU-630-C | DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM |
| U-GU-767-A CW | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |
| CG 00 01 | COMMERCIAL GENERAL LIABILITY COV FORM |
| U-GU-D-310-A | COMMON POLICY DECLARATIONS |
| IL 00 17 | COMMON POLICY CONDITIONS |
| IL 00 21 | NUCLEAR ENERGY LIABILITY EXCLUSION |
| IL 00 03 | CALCULATION OF PREMIUM |
| U-GL-D-1115-B CW | COMM GEN LIAB COV PART SUPP. DEC. |
| **GENERAL LIABILITY FORMS AND ENDORSEMENTS** | |
| U-GL-1517-B | COLLECTION OR DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION |
| CG 04 37 | ELECTRONIC DATA LIABILITY<br>"*Loss of Electronic Data Limit: $2,000,000.*" |
| CG 21 06 | EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL |
| CG 26 39 (TX) | TEXAS CHANGES- EMPLOYMENT RELATED PRACTICES EXCLUSIONS |

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| | |
|---|---|
| CG 21 65 | TOTAL POLLUTION EXCL WITH BUILDING HEATING EQUIP EXCEPTION AND HOSTILE FIRE EXCEPTION |
| U-GL-1265-A | EXCLUSION - DESIGNATED WORK (EIFS) – RESIDENTIAL & FRAME BUILDINGS |
| U-GL-1114-A CW | EXTENDED ONGOING OPERATIONS COVERAGE – REPAIR WORK<br>**Amended wording same as Phase V** |
| CG 22 79 | EXCLUSION - CONTRACTORS-PROFESSIONAL LIABILITY |
| CG 24 04 (TX) | WAIVER OF TRANSFER OF RIGHTS<br>***Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.*** |
| CG 24 17 | CONTRACTUAL LIABILITY – RAILROADS<br>***ALL CONTRACTS FOR WORK DONE FOR RAILROADS*** |
| U-GL-1342-A | LEAD EXCLUSION |
| U-GL-1054-A CW | UNINTENTIONAL FAILURE TO DISCLOSE |
| U-GL-922-B | NOTICE OF ERROR IN CLAIM REPORTING |
| U-GU-1016-A | KNOWLEDGE BY POSITION OR DEPARTMENT<br>***PROJECT MGR/RISK MGR, OR SAFETY DIRECTOR*** |
| U-GL-1114-A CW | NOTICE OF OCCURRENCE |
| U-GL-1336-B CW | LARGE DEDUCTIBLE – COMBINED AGGREGATE |
| U-GU-D-639-A CW | COMBINED AGGREGATE DEDUCTIBLE SCHEDULE |
| U-GL-1364-A CW | FELLOW EMPLOYEE COVERAGE - DESIGNATED EMPLOYEES/POSITION<br>***SUPERVISORY PERSONEL OR ONSITE PROJECT MANAGEMENT*** |
| U-GL-1171-A | FUNGI OR BACTERIA EXCLUSION |
| U-GL-1178-A | ASBESTOS EXCLUSION ENDORSEMENT |
| U-GL-923-B | SILICA EXCLUSION |
| U-GL-1180-A | LIMITED CONTRACTUAL LIABILITY |
| U-GL-1298-C CW | EARLIER NOTICE OF CANCELLATION OR NON-RENEWAL (***90***) |
| U-GL-1299-A CW | SOLE AGENT FOR INSUREDS |
| U-GL-1300-A CW | JOINT DEFENSE ENDORSEMENT |
| U-GL-1301-B CW | DAMAGE TO THE PROJECT EXCL ENDT |
| U-GL-1520-A CW | PREMIUM AND REPORTS AGREEMENT – COMPOSITE RATED POLICIES |
| U-GL-1522-A CW | PRIMARY AND NON-CONTRIBUTORY-DESIGNATED PROJECT-CONTROLLED |

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| | INSURANCE PROGRAM |
|---|---|
| U-GL-1305-A CW | LIMITATION OF COVERAGE TO DESIGNATED PROJECT ENDORSEMENT<br>Refer to Monthly Report in file which includes each project identified in the Marsh Monthly Report for the University of Texas System Rolling Owner Controlled Insurance Program Phase VI with coverage for such project beginning on the notice to proceed date as listed in the Report. |
| U-GLD-1306-A CW | DESIGNATED PROJECT – DECLARATIONS ENDORSEMENT<br>**All Projects $100,000,000 or greater in Construction Value**<br>Refer to Monthly Report in file which includes each project identified in the Marsh Monthly Report for the University of Texas System Rolling Owner Controlled Insurance Program Phase VI with coverage for such project beginning on the notice to proceed date as listed in the Report. |
| U-GLD-1306-A CW | DESIGNATED PROJECT – DECLARATIONS ENDORSEMENT<br>**All Projects under $100,000,000 in Construction Value**<br>Refer to Monthly Report in file which includes each project identified in the Marsh Monthly Report for the University of Texas System Rolling Owner Controlled Insurance Program Phase VI with coverage for such project beginning on the notice to proceed date as listed in the Report. |
| U-GU-618-A CW<br>**DELETED** | SCHEDULE OF LOCATIONS<br>**Not needed since we are referring back to the Monthly Report on forms UGL1305a and UGLD1306B.** |
| U-GL-1114-A CW | EXTENDED COMPLETED OPERATIONS DESIGNATED PROJECTS<br>**Amended wording same as Phase V** |
| U-GL-1310-A | DESIGNATED CONSTRUCTION PROJECTS GENERAL AGGREGATE |
| U-GL-1313-A CW | AMENDMENT OF LIMITS – PRODUCTS – COMPLETED OPS AGG LIMIT<br>Policy Products-Completed Operations Aggregate Limit *$25,000,000* All Projects Combined |
| U-GL-1114 | PROVISIONAL REVIEW ENDORSEMENT – To Follow |
| U-GL-1114 | SUDDEN & ACCIDENTAL POLLUTION – PROPRIETARY ZURICH FORM – To Follow |

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# WORKERS' COMPENSATION COVERAGE

**Issuing Company:** Zurich American Insurance Company

**Policy Numbers:**

| PART ONE – WORKERS' COMPENSATION (AS PRESCRIBED BY THE STATE COMPENSATION LAWS) | |
|---|---|
| States: TX | |
| **PART TWO – EMPLOYERS' LIABILITY** | **LIMITS** |
| Bodily Injury by Accident – Each Accident | **$1,000,000** |
| Bodily Injury by Disease – Policy Limit | **$1,000,000** |
| Bodily Injury by Disease – Each Employee | **$1,000,000** |
| **PART THREE – OTHER STATES INSURANCE** | |
| All States except those listed in Part One and Monopolistic States (Ohio, North Dakota, Washington, West Virginia and Wyoming). | |

| WORKERS COMPENSATION PROGRAM TYPE |
|---|
| **Large Deductible – Paid Loss** |

| THE DEDUCTIBLE APPLIES TO: | PART ONE: WORKERS' COMPENSATION<br>PART TWO: EMPLOYERS' LIABILITY<br>PART THREE: OTHER STATES INSURANCE | | |
|---|---|---|---|
| **Coverage Part** | **Retention** | **ALAE** | **Aggregate** |
| A. Workers' Compensation ("WC") coverage arising out of each accident involving one or more employees. | | Included | Yes |
| B. WC coverage arising out of occupational disease payable to each affected employee. | | Included | Yes |
| C. Employer's Liability ("EL") coverage arising out of each accident involving one or more employees. | | Included | Yes |
| D. EL coverage arising out of occupational disease payable to each affected employee. | | Included | Yes |

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## COMMENTS

**This proposal includes only the coverage terms outlined in the attached Forms Checklist.**

# ENDORSEMENTS, EXCLUSIONS & CONDITIONS

Note: All state mandatory forms will be added in addition to those listed below, and the most current approved edition date will be used, unless otherwise noted.

| WC FORMS AND ENDORSEMENTS | |
|---|---|
| U-WC-D-314-A | WORKERS COMPENSATION INFORMATION PAGE |
| WC 00 00 00 C | WORKERS COMPENSATION & EMPLOYERS LIAB INSURANCE POLICY |
| WC 99 00 01 A | COVER PAGE |
| U-GU-406-A | INSTALLMENT PREMIUM SCHEDULE |
| U-WC-321-A | NAMED INSURED SCHEDULE<br><br>THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM<br><br>THEIR SUBSIDIARIES, ASSOCIATED AND AFFILIATED COMPANIES, SUCCESSORS, OR ASSIGNS, AS NOW EXIST OR MAY HEREAFTER BE ACQUIRED OR FORMED, AND ANY CORPORATION OR OTHER BUSINESS ORGANIZATION WHICH THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS OF THIS POLICY OWNS, OPERATES OR CONTROLS, INCLUDING THE INTEREST AS SUCCESSOR TO ANY CORPORATION OR OTHER BUSINESS ORGANIZATION ACQUIRED, MERGED, OR TRANSFORMED INTO ANY OF THE FOREGOING, AND OTHER INTERESTS AS ARE NOW OR HEREAFTER RELATED TO THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS OF THIS POLICY.<br><br>ALL CONTRACTORS OF ANY TIER ENROLLED IN THE CONTROLLED INSURANCE PROGRAM AND WHO PERFORM WORK AT A DESIGNATED PROJECT SITE AS DEFINED IN THE DESIGNATED WORKPLACE EXCLUSION ENDORSEMENT (WC 00 03 02).<br><br>UNLESS OTHERWISE ENDORSED ON THIS POLICY, NO COVERAGE WILL BE PROVIDED TO VENDORS, SUPPLIERS, MATERIAL DEALERS, DEMOLITION, ABATEMENT CONTRACTORS, OR OTHER HAZARDOUS WASTE REMOVAL CONTRACTORS WHO VISIT, MAKE DELIVERIES TO OR WORK TEMPORARILY AT THE PROJECT SITE(S). |
| WC990002 | SCHEDULE OF INSUREDS AND LOCATION<br><br>Refer to Monthly Report in file which includes each project identified in the Marsh Monthly Report for the University of Texas System Rolling Owner Controlled Insurance Program Phase VI with coverage for such project beginning on the notice to proceed date as listed in the Report. |

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| | |
|---|---|
| U-WC-320-A | SCHEDULE OF FORMS AND ENDORSEMENTS |
| U-WC-315-A | CLASSIFICATION SCHEDULE |
| WC 00 03 02 | DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT<br>The policy does not cover work conducted at or from:<br><br>Any location except the confines of the project site as described below:<br><br>All work conducted from the construction operations associated with the project(s) endorsed onto this policy or the following project(s) to be included in the Program:<br>Designated Project(s) Refer to Monthly Report in file which includes each project identified in the Marsh Monthly Report for the University of Texas System Rolling Owner Controlled Insurance Program Phase VI with coverage for such project beginning on the notice to proceed date as listed in the Report.<br><br>"Designated Project" means:<br><br>The project shown in this SCHEDULE, including operations on the project site or location that are necessary or incidental to the project as described in the contract documents. "Designated Project" includes the work site(s) associated with such "designated project(s)" and any off-site staging areas, so long as (1) they are dedicated solely to the "designated project(s)", and (2) the sponsor agrees to provide coverage. Also included are those solely dedicated areas immediately adjacent to the "designated projects", including boundaries of local streets or public easement, in which the enrolled subcontractors at any tier perform work under their respective contracts. |
| U-WC-255 C | LARGE DEDUCTIBLE ENDORSEMENT – |
| U-GU-D639 | COMBINED AGGREGATE DEDUCTIBLE SCHEDULE |
| WC 00 03 01 | ALTERNATE EMPLOYER ENDORSEMENT<br>**Alternate Employer:** THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM<br><br>**Address:**<br>**State of Special or Temporary Employment:** TX |
| WC 00 04 14 | NOTIFICATION OF CHANGE IN OWNERSHIP ENDT |
| WC 00 04 19 | PREMIUM DUE DATE ENDT |
| WC 42 03 04 A | TEXAS WAIVER OF OUR RIGHT OF RECOVERY FROM OTHERS<br>Schedule<br><br>1. ( ) Specific Waiver<br>Name of person or organization |

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| | |
|---|---|
| | ( X) Blanket Waiver<br>Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.<br><br>2. Operations: If Any<br><br>3. Premium:<br>The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described. |
| WC 00 04 22 B | TEXAS TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT |
| U-WC-332-A | CANCELLATION AND NON-RENEWAL NOTICE ENDORSEMENT – ( 90 ) DAYS |
| U-WC-332-A | KNOWLEDGE OF INJURY ENDORSEMENT |
| U-WC-332-A | SOLE AGENT |
| U-WC-332-A | NOTICE OF OCCURRENCE |
| U-WC-332-A | UNINTENTIONAL ERRORS & OMISSIONS |

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## Wording from Phase VI Board of Regents minutes:

2. Resolution - **U. T. System Board of Regents**: Adoption of resolution to contract with Zurich American Insurance Company and affiliates, Schaumburg, and to guarantee payments under Phase VI of The University of Texas System's Rolling Owner Controlled Insurance Program

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and the Executive Vice Chancellor for Health Affairs that the resolution to contract with Zurich American Insurance Company and affiliates, Schaumburg, Illinois, to guarantee payments under Phase VI of The University of Texas System's Rolling Owner Controlled Insurance Program (ROCIP), be adopted as set forth below:

RESOLUTION

WHEREAS, Zurich American Insurance Company and affiliates (Zurich), will insure The University of Texas System (U. T. System) and other persons under Phase VI of a Rolling Owner Controlled Insurance Program (ROCIP) for various construction projects managed by the Office of Facilities Planning and Construction or by a U. T. System institution in certain, pre-approved circumstances;

WHEREAS, Pursuant to this ROCIP, Zurich will issue one or more workers' compensation insurance policies and comprehensive general liability insurance policies that contain deductibles of $ per claim subject to a maximum of $ per occurrence that include allocated costs and indemnity payments; however, such deductibles are subject to a minimum aggregate limit based on $ in construction value at a rate of $ per $ of construction value; and

WHEREAS, The Board of Regents of U. T. System understands and agrees that this large deductible ROCIP requires the prompt reimbursement of sums advanced by Zurich to adjust or pay claims within the deductibles, and the Board desires to guaranty to Zurich the prompt reimbursement of the deductibles for the ROCIP;

NOW THEREFORE, BE IT RESOLVED, That the Board hereby guarantees to Zurich the prompt repayment of the sums advanced by Zurich to adjust or pay claims within the deductibles for the ROCIP, subject to the aggregate deductible limit for the Program. This guaranty shall remain fully binding although Zurich may waive one or more defaults of the insured or fail to exercise any rights against the insured or modify one or more terms of the ROCIP as required by law or with the consent of U. T. System; and, be it further

RESOLVED, That the Board represents and warrants to Zurich that the funds necessary to reimburse Zurich for the aggregate deductible liability of the insured for the ROCIP are included in the appropriations for the various construction projects heretofore approved by the Board.

The resolution, which will be provided in lieu of a letter of credit, trust agreement, or cash, provides Zurich with assurances necessary to complete the ROCIP Phase VI program.

Secretary's note: Regent Hildebrand will abstain from the vote on this item.

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## SECURITY REQUIREMENTS

| Security | Type of Security | Amount | Due by | |
|---|---|---|---|---|
| Yes | Board Resolution | Same wording as Phase VI | INCEPTION | |
| Yes | Escrow Fund | | INCEPTION | |

**The Aggregate rate will be addressed within the Board Resolution.**

**Deductible Agreement wording for Collateral is:**
As stated under "Aggregate Deductible" above, You are responsible for All Paid Losses and Paid ALAE under the Deductible Amount(s), subject to a maximum Aggregate Deductible based on a rate of per $1000 Construction Value adjustable at audit. You are also responsible for ULAE and LBA charges in addition to the Aggregate Deductible.

**Aggregate Deductible wording in Deductible agreements is:**
All Paid Losses and Paid ALAE reimbursed to Us by You as stated under the Deductible Amount(s) above are subject to a minimum Aggregate Deductible based on a rate of per $1000 Construction Value beginning at $3,000,000,000 in Construction Value and adjustable upward at audit. The ULAE and LBA charges reimbursed to Us by You in accordance with the terms of this Agreement are in addition to the Aggregate Deductible.

**The Deductible Agreement wording under paragraph 3 of Default "occurs when" will read:**

You fail to provide **or rescind** the UT Board Resolution that will guarantee payment under this Agreement for which the University of Texas System may become liable.

## FINANCIAL TERMS AND CONDITIONS

**ESCROW FUND:**
The escrow fund is a non-interest bearing account where Your funds are held by Us to provide for the payment of Your obligations within the Deductible Amount(s) under the Policy(ies) prior to Your reimbursing Us. The Escrow fund will be adjusted once construction values exceed 1 Billion at the discretion of the underwriter.

**COLLATERAL REQUIREMENTS:**

**The Board Resolution (commitment to repay Zurich for Losses as paid). Board Resolution must address the potential increase in deductible and aggregate exposure with increased enrollment by specifying the aggregate rate.**

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## HOW THIS PLAN APPLIES:

The normal reporting of claims (deductible layer or otherwise) is unchanged. Workers Compensation deductible losses are handled and paid by Us similar to full insurance, but with reimbursement by You for paid losses.

On a monthly basis, we will bill You for actual paid loss amounts and allocated loss adjustment expenses within the deductible amount. Reimbursement by You will be due within 30 days of the billing date. This will continue until all losses are paid and closed, often years after that policy's expiration date. In addition, we will bill You for a Loss Adjustment Service charge is an addition to the deductible and stop loss amounts.

As part of this deductible program, there are additional requirements. These include your acceptance of the Deductible Policy Provisions, furnishing a Loss Fund Deposit and Letter of Credit, plus entering into a Deductible Security Agreement. These are described in the attached exhibits.

# PREMIUM

## COMMERICAL GENERAL LIABILITY AND WORKERS COMPENSATION PAYMENT SCHEDULE

| | |
|---|---|
| Special Bill | TBD |

The first payment is due at inception. Remaining balance is in equal installments due on the of the quarter month. Fixed costs as described are due according to the above payment schedule. Losses, LCF charges, and other loss-based assessments will be billed monthly per the enclosed specifications.

**We will adjust premium once enrolled Construction Values exceed $3 Billion.**

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| DUE DATES | WC PREM | WC TRIA | WC E/C | GL PREM | GL TRIA | WC CLAIM FEES | GL CLAIM FEES | ESCROW FUND | TOTAL DUE |
|---|---|---|---|---|---|---|---|---|---|
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**All Rates and Premiums are excluding WC TRIA, DTEC or other Assessments. Since the WC will be issued annually, the charges for WC TRIA, DTEC or any Assessments are subject to change depending on State Rates at the time of policy issuance.**

## COMMISSION SUMMARY

| COVERAGE (Commission does not apply to taxes/surcharges/ assessments/TRIA) | COMMISSION % |
|---|---|
| General Liability | NET |
| Workers Compensation | NET |

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**THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER ANY POLICY.**

# DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

**SCHEDULE***

| Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA: |
|---|
| WC = |
| GL = based on the deductible & 3 Billion in CV |

*Any information required to complete this Schedule, if not shown above, will be shown in the quote or proposal.

**A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

**B. Disclosure of Federal Participation in Payment of Terrorism Losses**

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the insurer retention. The insurer retention equals 20% of the insurer's prior calendar year direct earned premium associated with lines of insurance subject to TRIA. TRIA is scheduled to expire on December 31, 2014.

**C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations**

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a Program Year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

**D. Availability**

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

**E. Definition of Act of Terrorism under TRIA**

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an "act of terrorism" if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000

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# ZURICH NORTH AMERICA
# CONSTRUCTION CLAIMS PROPOSAL

**Claims Handling Specification Response**
Zurich Claims is committed to providing superior and cost effective industry focused claim services tailored to be responsive to University of Texas System ROCIP's specific needs. We emphasize early intervention, quality claims handling, communication, and teamwork with you, our Partner.

Zurich's comprehensive loss reduction program for Workers' Compensation is a set of processes integrating disability management, medical case management, loss cost management and Claim Best Practices, designed to impact the end results.

**Dedicated Construction Claims Team**
Zurich's Construction Claims Department handles construction related losses. This allows us to capitalize on our construction directed expertise. We have identified a team of designated construction claims professionals to handle your losses. Bios for the lead adjusters are available upon request.

Our WC adjusters maintain a caseload based on complexity and jurisdiction. Tier III adjusters handle more complex claim issues (litigation, denials, complex medical outside major catastrophe claims). Tier II file handlers will respond to lost time claims with less complex issues or more advanced medical only matters. The average caseload for these adjusters is 130-150 cases.

The General Liability adjuster's average caseload is between 120 and 150.

The adjusters have been individually selected for the University of Texas ROCIP program.

Zurich will establish specific customer protocols to best manage the University of Texas ROCIP cases. The adjusters assigned to University of Texas ROCIP have specific expertise with the UT team and aggressively manage cases. They have history of excellent outcomes on prior ROCIP programs.

Here are the teams we have selected for The University of Texas System ROCIP project:

Workers Compensation:
Melinda Chambers- WC Team Manager
Desiree Martyn- WC Lost Time- Tier III- Primary WC Contact
Revisa Denegall- WC Lost Time- Tier II
Kathy Wallace- WC Medical Only
Veronica Hancock – WC MCU

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General Liability
Chris McDonald - GL Team Manager
Vickie Jacobson- GL Tier III- Primary GL Contact
Jessica Foster- GL Tier II
Ruby Thomas- GL Tier I
Les Hall – Liability MCU adjuster

Property adjusters may be designated for the account as well, should coverage needs dictate same.

Cheri Perches- Customer Service Executive- will be the single point of contact for any claims/claims related issues on the program. She will work very closely with The University of Texas System ORM members and Marsh to assure compliance to all claim handling protocols and set up the account for any claims services required.

We encourage any opportunity to have the adjusters meet with The University of Texas System ROCIP/ORM and Marsh teams.

**Immediate Reporting- Claim Reporting Procedures**
Immediate claim reporting is one of the most critical components of a successful post-loss mitigation effort. It allows all other components of our claim handling and managed care services to operate successfully. We encourage you to report all workers' compensation claims on the day they are reported to you. The sooner a report is received by Zurich, the sooner we can implement our mitigation efforts and control the direction of the claim.

Cheri Perches will fine tune the established 'safety net' of authorized reporters of claims. Any claim that circumvents this system as suspect. We will set up those claims a notice only and route them to predetermined personnel for review. Once it can be established that the matter should be handled, just notify Lisa Ramos or your lead adjusters and the claim will be directed to the adjuster for investigation. We can then alert you if any subcontractors on your project are not following the ROCIP protocols for claims reporting. Currently Linda Meik is being notified of all claims that are not reported directly from Marsh or any other authorized reporter.

Periodically we understand that notices of loss come directly to YOU by way of a lawsuit or letter of representation from an attorney. You can forward what information you have to either the lead adjuster for the line of business or to Lisa Ramos to have the matter set up in our system for investigation and handling.

**Claim Reporting**
To report any claim, just contact the Zurich Care Center, 24 hours a day / 7 days a week in one of the four ways:.

1. **We will set up a dedicated phone number for the University of Texas System OCIP**
2. Fax to 1- 877-962-2567.

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3. E-mail: USZ_CareCenter@Zurichna.com. **We can also establish a dedicated email address.**
4. Visit our website (preferred method) at: **www.zurichna.com**
   Click on **'Claims'**
   Under Report A Claim, Click on **'ZNA Online Claims'**

By using the Zurich Care Center to report your claims, we eliminate the necessity for you to fill out the state specific Workers' Compensation First Report of Injury form. Zurich will complete the necessary form and even send a copy in the required format to the state. We will also send a copy of the completed form to you. The reports can be submitted to you either via email or US Mail.

Any missing elements in the data quality of a claim reported to the program will be verified and corrected in partnership with the Marsh team. Cheri Perches will run a report twice monthly to assure all claims are coded correctly. Any missing information will be corrected by the adjusters.

Zurich will continue to supply The University of Texas System ORM and Marsh with access to Risk Intelligence. This is our online claims/financial system. In lieu of monthly status reports we recommend utilizing this system to gather all claims data. We can incorporate into The University of Texas System ROCIP protocols that a monthly synopsis be entered by the adjuster so that the viewer will have the ease of looking at the claim at his/her convenience.

**Minimum Services**

**Telephonic claim reports and 800- Telephone Notification:**
This topic was touched upon in the claim reporting section of this submission. The adjusters do not manually enter in claims into the system but they can take down vital information to get a claim started. Once the claim is reported to our call center then the protocols previously established will commence. Zurich's call center is open 24/7/365.

Zurich will assist in establishing protocols for any type of after hours/emergency situation. This is normally done in conjunction with OFPC Safety and Risk Engineering. This will all be done prior to inception of the program. We currently have protocols in place and can fine tune these for Phase VI.

**Monthly Claim Review Meetings**
On the months that are not designated as official CLAIM REVIEW months, Cheri Perches or a Zurich representative will attend the monthly meeting. CLAIM REVIEW months- the adjusters and Cheri Perches will attend. Cheri Perches will supply The University of Texas System ORM and Marsh Team with updated claim information. At any time a question arises, we can easily have the adjuster on the phone to answer the inquiry.

**Medical Facility Identification and Set up**
Cheri Perches and Bill Hornback with work with Linda Meik at Marsh to help identify medical facilities that will respond and work with protocols we establish

for the clinics. These protocols will include drug screening, adherence to our RTW philosophy, correct billing to Zurich, immediate lost time notification and ongoing medical treatment needs. We will also identify and post non-routine and weekend treatment facilities. In events of an emergency- it seems most practical to send an injured worker to the nearest hospital. We will also utilize any UT medical facility that is within close proximity to the job site.

These facilities will then be carefully monitored for compliance to our requirements and any issues that arise will be addressed with the Medical Director of that facility. We want to assure that the injured workers get the best possible medical attention but that also the medical facility remains cognizant of our protocols.

The nearest fire and rescue stations will also be contacted.

**24-Hour Claim Contact with Contractors**
Within 24-hours of receipt of any Work Comp lost-time claim, our file handler will contact The University of Texas System ORM members, the injured worker's employer, and the injured worker to confirm the facts of the injury, obtain necessary information, and provide your employee with an explanation of the benefits. Additionally, the doctor will be contacted to obtain information concerning the diagnosis, treatment, prognosis, causal relationship, and a return-to-work target date.

Once the initial contacts are completed and compensability is established, Zurich will follow back up with interested parties on any issues regarding denial of the claim, positive drug screen findings, potential fraud and reserving/action plan. This can be accomplished by email or phone call. Access to the Risk Intelligence system will also lend the viewer access to the adjuster notes to confirm the adjuster's actions. Our professionals will complete investigations on your claims promptly and thoroughly, starting with the initial contacts. The type of investigation is determined by the loss facts and history provided. And again, all investigation is documented in the claim files and is available online.

**Claim Information and Verification**
**Claim Acknowledgments- Opening and Closing**
Upon receipt of a claim, we will send you an acknowledgment of receipt, advising the name of the handling adjuster, phone number, and the claim number assigned to the claim. Upon closure of the claim, a similar acknowledgement will be sent with closing financial data. Currently those notices are being sent to Linda Meik at Marsh

**Loss Cost Management**
**Managed Care**
The objective of Managed Care is to ensure your injured worker receives quality medical care at the usual price or at the fee schedule, with a strong emphasis on early and sustained return to work.

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Our commitment to your injured employee is to deliver the right care at the right time to maximize medical improvement and minimize the injury's impact on future lifestyle. Our commitment to The University of Texas System ROCIP is to do this at the best possible cost, while meeting your particular service needs.

**Managed Care Network**
Our online directory provides names, maps and placards via our website available to print or forward. We encourage the use of our network of quality medical providers. These providers agree to certain protocols. There are specific providers with proven effectiveness in treating occupational illnesses and injuries. This panel of selected doctors, with experts across the country, follows treatment plans designed by the best standards in occupational medicine. You have access to this quality network, and our user friendly website will assist you in selecting the best provider to meet your needs.

To access the network follow these simple steps to use the directory:
1. Go to the Zurich website at **www.zurichna.com**
2. Click **'On-line Services'**
3. Click **'Customers'**
4. Scroll down and click the **'Zurich C.a.r.e.® Directory Online '** then to **'Access the C.a.r.e. Directory Now'** link.
5. Follow the steps as indicated to locate a medical provider.

**Bill Review**
We review and manage each and every medical invoice. Every bill is reviewed to ensure it accurately reflects the services provided and the amount allowed. Through bill review, we catch duplicate billings, billings for services not rendered, billings for inappropriate treatment or redundant testing, overcharging, and an array of other items which should not be billed.

Our bill review system will:
Check bills against state-specific fee schedules and usual and customary rates
Review all patterns of practice for each bill against all treatments for all providers in a claim (not a single bill for a single treatment) to determine whether the procedure is appropriate for the diagnosis
Identify questionable charges, billing practices and treatment options
Use duplicate payment edits to find hidden double payments caused by complex billing practices.
We have networks that offer preferred pricing for pharmacy, durable goods, radiology services and physical therapy. Bill reviewers check the rates to ensure pricing arrangements are being followed

**Utilization Management**
Controlling medical care costs involves not only managing the fees charged by providers, but also the appropriateness of the treatment. It is estimated that as much as 20-30% of all medical care provided- including tests, surgery and drugs,

is unnecessary. Our nurse case managers review the necessity and appropriateness of treatment against established protocols.

Our Utilization Review (UR) department is tasked with all cost management when it comes to Pre-Admission/Concurrent treatment review and durable medical equipment usage.

**Integrated Case Management**
Specially trained nurses will work closely with you, your employee, and the treating physician in providing the best medical care with an emphasis on prompt return to work. Case management can begin immediately when you report the loss to us or can a nurse case manager can be assigned to a file at any time at your request or the direction of the handling adjuster.

**Catastrophic Case Management/RNs**
The Catastrophic Injury Management Program is an important adjunct to the Medical Case Management program. This service is designed to provide immediate medical management and intervention by highly qualified and specially trained nurses on catastrophically injured or ill employees.

Along with our partner, Paradigm Health Corporation, our involvement in these type cases ensures the quality and efficiency of care, promotes recovery while maximizing the health and functional status of the severely injured individual while making use of the most appropriate and cost-effective services.

The Zurich Catastrophic Injury Management team has created a variety of differentiated services and processes including:
URAC certification
Seasoned professionals
One of the largest case management providers
Document online with claims providing instant communications/updates, eliminating paper reports as possible and mailing delays
The ZSC catastrophic coordinator is available 24 hours per day to assist in evaluating the need for assignment to the ZSC CAT program and to initiate immediate referral to the appropriate CAT medical case manager.
ZSC CAT medical case managers have the ability to assist claims handlers in setting appropriate reserves by completing lifetime cost projections.
Several Certified life care planners are available to provide life care planning cervices.

Deb Kollet - Catastrophic Coordinator – 800-427-9831 is available should you have any further inquiries on Zurich's CAT response capabilities.

**Other medical loss cost mitigators:**
**Peer Reviews/Physician Advisors**
Our physicians work primarily on-site, in our Schaumburg, Ill., office, although several providers are located out of town and work offsite. All providers are actively practicing and seeing patients on a regular basis. All physicians are board

certified in their respective specialties, and all have been appropriately credentialed in accordance with URAC and other accrediting body regulations.

Physician advisor services include the following:
Brief telephonic review with the nurse case manager and/or adjuster to discuss case handling, clinical issues, appropriateness of care, etc.
Formal file reviews, generating a written report, typically addressing the entire scope of a case
Review of medical necessity of services (excessive PT, chiropractic care, medications, surgery, DME)
Review of causality and relatedness (Did event A really lead to event B?)
Appropriateness of reimbursement (Is payment for X really our responsibility?)
Need, and/or expectations for further care
Lifetime care plan analysis
Review of impairment ratings
Discussion of apportionment
Implications of preexisting conditions
Bill review for both inpatient and outpatient services
Length of stay analysis
Depositions or court appearances

**Prescription Management**
We have joined forces with a nationwide pharmacy cost containment company-Cypress Care. Through this partnership, we have an alliance with major pharmacy chains and independent pharmacies who can deliver services to the injured employees.

The injured employee receives, in the mail, eligibility material including a pharmacy card. He/she can present the card to fill or refill only an injury related prescription at any participating pharmacy or elect to use the mail-order form to fill the prescription.

**Early Return-to-Work**
Occupational injuries can be traumatic and recovery difficult. Losing productive employees costs you and the contractor's money and loss of morale. A staff of trained case management nurses will work with you, the physician and the employee to speed recovery and expedite return to work at the right time to prevent re-injury. These trained nurses can be especially helpful in developing modified duty/alternative work programs for your injured employees. Early return to work saves money, boosts employee morale, and prevents costly litigation.

**Online Claim Access-Claim Information System for The University of Texas System ORM and Marsh**
RiskIntelligence is a powerful web-based system that provides daily updates of claims and loss information in standard or customized reports. By providing timely information in its most useable format, RiskIntelligence enables you to review loss costs, analyze loss trends, and pinpoint problem claims or loss areas early on, so that corrective action can be implemented.

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RiskIntelligence also makes it simple for risk managers to share certain information and analysis reports with others in their organization, spreading the power of risk management across the organization and its various functional areas. *(subject to applicable privacy issues)
RiskIntelligence data is readily accessible to you from any internet-connected desktop, with an authorized user ID and password. More than 100 template reports cover virtually any information need, providing everything from detailed claim information to more comprehensive loss analysis to lag-time reporting. RiskIntelligence also offers access to real-time adjuster notes to make it even easier to obtain important loss information. And the potential for additional tailoring of reports – by location, loss size, coverage type, etc. – is virtually limitless.

*What hardware and software will I need to use RiskIntelligence?*

You need is a 56K modem or better and Internet Explorer 6.0 or better to access RiskIntelligence from your PC. You'll also need Adobe Reader 5.0 or better for viewing PDF type files. One of the advantages of RiskIntelligence is that you can access your reports from any computer whether you're in the office, at home, or traveling.

*What if I need a custom report to meet my unique information needs?*

We will be more than happy to work with you, identify your specific data needs, and then develop a custom report that meets your specifications

As we see the use of this system as a value added component to the overall management of the risk, there is no cost to you.

**Dedicated Recovery Unit**
Our industry dedicated recovery professionals' work with the claim handlers to recover your claim dollars from responsible wrongdoers. Our construction claims team is well versed in contractual obligations and will tender claims where appropriate. The expertise of these specialists allows us to ensure that you will pay only your portion, and receive the maximum recovery from a responsible party. However, we are also aware of the business relationships within the Construction industry and will work with you to make sure we do not sever these relationships in our pursuit.

**Reserve Requirements**
Zurich will build into The University of Texas System ROCIP protocols all required thresholds affecting reserves. We will also discuss any settlements on GL claims with you prior to initiating settlement negotiations with the plaintiffs. On initial reserves or subsequent reserve increases of $10,000 or more, the file handler will provide The University of Texas System ORM designated contact with information regarding the claim's reserves, including a synopsis of our reserve analysis, and will discuss any additional information regarding the claim.

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**Miscellaneous**
**Claim Department Organization Structure:**
WC:
Greg Larson- AVP
Neil DeBlock- WC Line of Business VP
John Mahoney- Senior VP Technical Claims
Steve Hatch- Chief Claims Officer
Mike Foley- CEO

GL
Steve Thomas- AVP
Jeff Platt- Field Claims VP
John Mahoney- Senior VP Technical Claims
Steve Hatch- Chief Claims Officer
Mike Foley- CEO

**Reservation of Rights/Denial of Coverage Letter**
As a standard protocol, Zurich will supply Marsh with any ROR or Declination letter prior to submission to the insured. Any issues regarding Zurich's position are discussed thoroughly with Marsh. Currently the letters are being emailed to Linda Meik at Marsh.

**Pre-settlement and Structure Settlement Consultation/Notification**
In all cases where the settlement range of one of your claims reaches or exceeds 5000, we will notify the designated contact at The University of Texas System ORM with the details of the settlement, in advance. Our goal is to mutually come to an understanding of the settlement exposure and offer. Access to the adjuster's notes, along with an email from the adjuster, will allow Marsh and The University of Texas System the opportunity to see claims that may fall below that threshold.

New Supreme Court case law in Texas precludes a carrier from discussing WC claims that are in active litigation. We will work with Marsh and The University of Texas on claims that fall in this category. There are no settlements in Texas WC.

**Payment Queries**
The adjusters will assist in every way possible to address any questions from parties on payments of bills, income benefits or any payment on the file. Payments can also be viewed online through the RiskIntelligence system

**Recovery consultation**
We understand the delicate nature of business relationships and legal contracts that may adversely affect University of Texas System ORM should a recovery matter be pursued. We will discuss ALL subro/recovery efforts with University of Texas System ORM and Marsh prior to initiating such action.

**Ongoing communication throughout the claim**

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Zurich will keep The University of Texas System ORM and Marsh apprised of any material changes in a file. Also, having access to the online system with real time data will provide an up-to-date analysis of the claim.

Although Zurich pays claims that are legitimate, we will investigate and prosecute those individuals that abuse and steal from the system. Our Special Investigation Unit consists of specially trained investigators assigned to suspicious claims. We work with the state fraud bureaus as well as the National Insurance Crime Bureau, and have a huge resource of data sharing.

In many instances, we rely on you, our main resource, to initiate such an investigation.

**Litigation Management**

Our legal partners are selected based on experience/expertise, specialization and agreed upon Litigation Guidelines. All firms are required to provide a Litigation Budget and an Evaluation Report within 60 days of their assignment.

Each report and budget is reviewed by the suit file handler to confirm the analysis and direct the defense attorney as to how to proceed. Our proactive philosophy allows for early resolution, when appropriate, and reduction of legal expenses. When the case merits an uncompromisable resolution, based on many factors, we may direct the defense through trial. The University of Texas System ORM and Marsh will be copied on any and all legal correspondence where it is legally acceptable to do so.

Zurich does have access to our Staff Legal office in Dallas, Texas. They are assigned general liability cases only at this time. We employ the services of our Austin Board Rep- Flahive, Ogden and Latson or the Law Offices of Paul Kelley to handle all WC matters. Paul Kelley has successfully defended UT in numerous actions and has a long standing relationship with lead WC adjuster Desiree Martyn and the ORM staff.

Zurich will consult with University of The Texas System ORM and Marsh prior to assigning any counsel to any claim- including subrogation.

**Managed Care**

**Due to the volume of our managed care directory, a hard copy cannot be given.**

Our online directory provides names, maps and placards via our website available to print or forward. We encourage the use of our network of quality medical providers. These providers agree to certain protocols and fees. There are specific providers with proven effectiveness in treating occupational illnesses and injuries. This panel of selected doctors, with experts across the country, follows treatment plans designed by the best standards in occupational medicine. You have access to this quality network, and our user friendly website will assist you in selecting the best provider to meet your needs.

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To access the network follow these simple steps to use the directory:
1. Go to the Zurich website at **www.zurichna.com**
2. Click **'On-line Services'**
3. Click **'Customers'**
4. Scroll down and click the **'Zurich C.a.r.e.® Directory Online '** then to **'Access the C.a.r.e. Directory Now'** link.
5. Follow the steps as indicated to locate a medical provider.

**Return to Work Coordination**
The ultimate goal of any WC adjuster is to get an injured worker back to the job. Zurich will assist, along with our Risk Engineering and Absence Management Department if necessary, in development of any transitional duty or RTW opportunity. We can also utilize the assistance of ReEmployability to tap into the nonprofit organizations for an alternative job during recovery from an injury.

The adjusters and nurse case managers maintain ongoing communication with all medical personnel treating the injured worker. We make RTW a priority with the doctors. Thus the prequalification of the clinics prior to the program implantation date is critical.

**Rehabilitation Management**
Although vocational rehab is not mandatory in Texas, we do see the benefit to engaging a rehabilitation vendor on claims where the employee is not able to return to work and their impairment rating is 15% or greater. With Supplemental Income Benefit entitlement increasing the overall exposure, often times initiating vocational rehab helps mitigate SIBs all together. We will discuss the employing of any vocational rehab vendor with The University of Texas System ORM and Marsh prior to commencing the services.

**Other**
**E-mail**
All Zurich employees are accessible online. Zurich e-mail is typically: firstname.lastname@zurichna.com. With on-line access, you eliminate the potential of phone tag and ensure the recipient receives the exact message. We are able to communicate with multiple locations at one time and may receive messages even if away from the office.

**Site Coding**
Zurich can code your claims according to a predetermined structure. Loss runs can then generate a report sorting the claims by the coding structure. However, this is only effective if all losses are coded. When The University of Texas System ROCIP contractor's report new losses, this code will be needed at set up. Otherwise, it will be necessary to notify the Zurich claim handler to add or change the code.

**Account Claim Reviews**
Quarterly, your Customer Service Executive, Cheri Perches, will set up with The University of Texas System ORM and Marsh, a meeting to discuss specific claims which are of concern to you. During this information exchange, we will be

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prepared to discuss what is happening on each of those claims, as well as relay our action plan to bring the file to conclusion. This is also an opportunity to discuss any issues regarding reporting, medical providers, and early-return-to-work programs.

**Specification Response Checklist**
**Claim Handling Specifications**

| Item | Description | Accepted | Other |
|---|---|---|---|
| 1 | Dedicated Claim Rep. | xx | |
| 2 | Reporting Procedures (Provide copy of claim summary report) | xx | |
| 3 | Minimum Services | xx | |

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| Item | Description | Accepted | Other |
|---|---|---|---|
| 4 | Claim Info. System | xx | |
| 5 | Recovery Services | xx | |
| 6 | Reserve Requirements | xx | |
| 7 | Miscellaneous | xx | |
| 8 | Litigation | Where allowed by statute | |
| 9 | Managed Care (Provide copy of network directory) | Contained online due to volume | |
| 10 | Return to Work | xx | |
| 11 | Rehab Management | xx | |
| 12 | Status Meetings | xx | |
| Insurer/TPA | | | |
| Zurich | | | |
| By | | | |
| Cheri Perches | | | |
| Date | | | |
| 7-10-2017 | | | |

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# CLAIMS/ANNUAL CLAIM FEES (CRADLE TO GRAVE) OPTION

| EXHIBIT B | | | | | |
|---|---|---|---|---|---|
| PRICING FOR CLAIM SERVICES CONTRACT | | | | | |
| BETWEEN | | | | | |
| THE UNIVERSITY OF TEXAS | | | | | |
| AND | | | | | |
| ZURICH SERVICES CORPORATION | | | | | |
| (CRADLE TO GRAVE) | | | | | |
| Term | 08/01/2017 | - | 08/01/2023 | | |
| **TYPE OF CLAIM** | | | **FEE PER CLAIMANT** | **EST. # OF CLAIMANTS** | **ANTICIPATED FEES** |
| Workers Comp Medical Only | | | | | |
| Workers Comp Medical Only (Closed no pay) | | | | | |
| Work Comp Indemnity | | | | | |
| Work Comp Indemnity (Closed no Pay) | | | | | |
| General Liability / Premises | | | | | |
| General Liability / Prem Closed no pay | | | | | |
| General Liability / Completed Ops/GL action over | | | | | |
| Let Rest Files ("Record Purposes Only") | | | | | |
| **TOTAL ESTIMATED FEES** | | | | | |
| **ACCT MGMT ADMIN FEE** | **waived** | | | | |
| **TOTAL INVOICE** | | | | | |

Note:

1. Fees contemplate State of Texas only.
2. Fees will be collected the same as premium. Claim activity will be reviewed throughout the program.
3. Estimated claim count is based on 3 Billion in CV.

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# Zurich Services Corporation
# Risk Engineering Services
# The University of Texas System Phase VII
# Rolling Contractor Controlled Insurance Program
# 8/1/2017 – 8/1/2023

| ***UNBUNDLED SERVICE PROPOSAL*** |
|---|
| |
| ***Zurich will provide work site assessments (site visits); develop and present training/educational programs specific to UT System needs and requests; identify, reinforce, promote and monitor incentive programs; assist in developing emergency/crisis management programs; provide accident investigation procedures and service; support and promote contractor Return To Work programs; respond to and investigate catastrophic incidents. The cost of services includes on-site time, preparation of meeting materials, roundtrip travel time and confirmation correspondence.*** |
| COST PER HOUR = |
| ***Certified Industrial Hygiene services*** |
| COST PER DAY = |
| ***Additional services include Zurich Seminar Series is available to all ROCIP participants and Cultural Gap Analysis program evaluation per project.*** |
| COST = provided by Zurich when effective |
| *COST IS BASED ON "AS NEED" BASIS FOR ADDITIONAL AND UNBUNDLED RISK ENGINEERING SERVICE. CONTRACT FOR UNBUNDLED SERVICE IS REQUIRED BETWEEN ZURICH SERVICES CORPORATION AND THE UNIVERSITY OF TEXAS SYSTEM PHASE VII.* |
| |
| Bilingual (English/Spanish) Risk Engineering Services are available |

## Vision

- Construction industry advocates and problem-solvers
- Focus on Zero Accident management culture and safety accountability systems, not on regulatory compliance
- Provide results-oriented consultation and oversight; avoid traditional activity-based inspections and other routine services

## Construction Safety Management Expertise

- 175 dedicated construction industry specialists throughout United States
- Experienced in all major construction fields, disciplines and trades
- Front-line construction management experience as Project Managers, Superintendents, Safety Directors and Project Safety Specialists

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## Integrated Service Team

- Assigned contacts for Underwriting, Risk Engineering and Claims
- Joint accountability for customer satisfaction and loss cost management
- Risk Engineer actively facilitates claims management processes to minimize claims costs by assisting with accident investigations and expediting return to work programs

## Partners for Safety, Productivity and Profitability

- Deliver "bottom-line" results and/or other measurable impacts
- Identify operational and productivity improvements
- Construction Risk specialty consulting services also available include: feasibility studies, project controls services and scheduling, impact and acceleration studies, contract claims analysis and alternative dispute resolution

## *Account Management & Service Approach*

- Designated Account Coordinator with flexible service plan and service instructions for Risk Engineering and Claims
- Trend and causal analysis of historical claims and incidents
- Conduct comprehensive operational reviews of safety culture, accountability systems and Construction Safety Management Best Practices

### *Construction Safety Management Expertise*

*Zurich Services Corporation Risk Engineering Services has extensive construction safety management expertise and consulting experience. Predominately staffed with professionals drawn from the construction industry, Zurich Services Corporation Risk Engineering offers unique customer focused services to Project Owners, Developers and Contractors. These professionals consist of managers, supervisors and safety specialists who have spent most of their career on the front lines implementing, training, and enforcing elements of highly successful construction safety programs. The Zurich Services Corporation Consultants credibly communicate with contractors in ways others cannot because "they have been there".*

The Zurich Services Corporation Risk Engineering managers, consultants and project specialists represent all major construction fields/disciplines and contractor trades specialties. In addition to project safety management, additional operational consulting services are available including: feasibility studies, project controls services and scheduling, impact and acceleration studies, contract claims analysis and alternative dispute resolution.

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## *Integrated Service Team Approach*

Zurich Services Corporation is an integrated service team comprised of experienced Underwriting, Claims and Risk Engineering professionals. This integrated, team approach yields competitive advantage to the owners and contractors. Zurich Services Corporation Consultants are empowered to provide technical consultation and safety services that provide measurable impact on the success of the profitability and success of projects.

The Zurich Services Corporation Consultants serve a key role in the execution of Zurich's integrated insurance and construction services. The Risk Engineering Consultants are responsible for participating in the oversight of safety program management processes. In addition, the Risk Engineering Consultants have responsibility for overseeing the coordination of the claims administration processes for insured owners and contractors. Zurich Services Corporation recognizes that until zero injury job sites are the norm, effective claims management will remain a key strategy to controlling losses.

The Risk Engineering Consultants will actively facilitate claims management to minimize claims costs. They will work closely with our construction-focused claims adjusters to ensure aggressive communications with the job site/corporate management. The construction Risk Engineering and Claims service teams share a common goal: **to reduce the number and cost of claims.** This is accomplished by ensuring compliance with the project's established claims reporting and coordination procedures. In addition, the Risk Engineering Consultants will assist in conducting accident investigations, expediting return to work programs, monitoring injured workers and attending ongoing claim review meetings. Through this integration of Claims and Risk Engineering, Zurich Services Corporation provides leverage for bottom-line impact.

## ***Partnership for Project Productivity and Profitability***

Zurich Services Corporation desires a close working partnership as a vital link in the project safety management team. Zurich Services Corporation understands the need to maintain productive and profitable projects, while incorporating safety as a part of construction business processes. Working jointly with Project Owners and Contractors root causes (not symptoms) of problem areas are identified and practical solutions are facilitated. The role of Zurich's Risk Engineering Consultants is to effectively communicate and actively reinforce the importance of project safety and to ensure that responsibilities and accountabilities exist to identify and eliminate hazardous conditions and unsafe behaviors.

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## *Focus on Culture, Not Compliance*

*The foundation for a zero injury project is an ingrained culture of managerial accountability, supervisory ownership and employee commitment. Evaluation of conformance to established safety policies/procedures, orientation and training requirements and construction safety best practices help to identify deficiencies in the safety culture. A focus on behavioral safety helps to diagnose whether accountability deficiencies stem from a lack of managerial/supervisory direction or from an apathetic workforce. The Construction Consultant will identify and report deficiencies in the prevailing safety culture and recommend appropriate behavioral approaches.*

## *Risk Engineering Service Philosophy, Roles and Responsibilities*

*The Risk Engineering Consultants will be responsible for providing comprehensive safety and claims management services to this project. The consultant will act as a key interface between Zurich Services Corporation, Marsh USA, Inc., Inc., The University of Texas System Phase VII, the designated Construction Managers and all authorized contractors and sub-contractors. Risk Engineering Consultants will assist with monitoring and reinforcing effective safety management on project jobsites. The proper role of the Risk Engineering Consultants is to serve as a resource and advisor to management; monitoring the overall loss prevention/loss control program and strategizing risk improvement. In short, the philosophy of Zurich Services Corporation is to avoid activity-based inspections and other routine services and to provide results-oriented consultation. Zurich Services Corporation recognizes that it cannot and should not assume the safety and risk control roles and responsibilities for contractors and owners.*

## *Proposed Risk Engineering Consulting Approach*

*Zurich Services Corporation recognizes that it cannot and should not assume the safety and risk control roles and responsibilities for contractors and owners. Instead, Zurich Services Corporation proposes to serve as a technical resource and as a strategic partner in the safety and risk management of The University of Texas System Phase VII operations and projects.*

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## Specific Service Guidelines

**Safety Inspections/Project Assessments** -- The Risk Engineering Consultants will be accessible and available to conduct ongoing safety surveys of the project covering work activities performed. It is agreed that the Risk Engineering Consultants will report the results of field surveys in writing on the date of the safety survey. This report will address safety programming and safety management issues. The report will note repeated deficiencies in safe work practices, policies, or procedures. Likewise, deficiencies to be addressed and suggested remedial actions will be reported.

**Safety Program** – Zurich Services Corporation agrees to participate in the development, review and ongoing revision of the Project Safety Management Plan. This plan will design the project safety plan and will be used to establish policies/procedures and other required jobsite safety controls. The Risk Engineering Consultants will assist in evaluating the implementation of contractor safety orientation programs as conducted by the general/prime contractors. It is recommended that the Project Safety Management Plan provide a standardized site orientation outline and establish procedures to require orientations of all personnel to be authorized on project jobsites.

**Safety Promotion Program** – The Risk Engineering Consultants will reinforce the owner's and contractors' work site safety promotional and incentive programs. The Risk Engineering Consultant will help to identify, promote and monitor incentive programs at project jobsites. A properly designed incentive program can be an effective tool, especially in conjunction with an accountability culture. This proposal does not contemplate Zurich Services Corporation funding this incentive program.

***Zurich Services Corporation offers OSHA10-hour & OSHA 30-hour training programs on a fee-for-service basis. We will participate in appropriately designed and planned training and educational programs geared to either Field Supervision or Project Management. Programs are intended to reinforce ongoing efforts in either Competent Person or train-the-trainer processes. Training is tailored to specific needs of the owner and is intended to reinforce the management accountability and zero injury safety culture at project job sites.***

**Meetings** – The Risk Engineering Consultants will attend and participate (if possible during requested service visits) in the Construction Managers' and/or general and prime contractors' project planning and progress meetings attended by sub-contractors for hazard/risk identification and pre-planning. Monitor implementation of general/prime contractors' site-specific safety plans and job safety analyses. The objective is to ensure hazards are identified and that pre-planning occurs on a timely basis. This proposal does not contemplate Zurich Services Corporation funding either a New Hire Orientation Video or a Project Employee Safety Handbook.

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**Medical/Emergency** – Zurich Services Corporation believes a crisis management program should be designed to maintain The University of Texas System Phase VI reputation and positive image in the face of adversity. The Risk Engineering Consultants will participate in the design, development and implementation of emergency plans crisis management plans.

**Occupational Health** – The Risk Engineering Consultants will assist in the identification of occupational health and environmental hazards. Advice will be offered on the development of a hazardous substance control program. The pricing for Risk Engineering services does not contemplate industrial hygiene services, which are provided under a separate contract on a fee-for-service basis. A list of representative services and associated fees will be provided upon request.

**Accident Analysis/Statistics** – The Risk Engineering Consultants will assist in conducting analyses of project accident data to identify causal factors and trends. Causal and trend analysis can be a useful source for tracking project safety performance.

**Urgent Response Team** -- This is an important aspect of the Integrated Service Approach for Claims and Risk Engineering services. It is recognized that the Risk Engineering Consultants can play a unique and important role by responding to emergencies and assisting either with root cause investigations or facilitating the flow of information between claims and medical providers. Zurich Services Corporation agrees to develop a list of Risk Engineering consultants who are qualified to respond to and lead an investigation of a catastrophic construction accident.

Upon notification of acceptance, Zurich Services Corporation, The University of Texas System Phase VII and Marsh USA, Inc., Inc. will negotiate a formal service contract for the Risk Engineering services. This will include the terms and conditions of payment.

Thank you for the opportunity to provide our services for this Rolling Owner Controlled Insurance Program. We look forward to working with you in implementing a successful program. If you have questions or desire additional information, please contact:

Bill Hornback, Senior Construction Consultant
Zurich Services Corporation
Phone (972) 377-6910

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## Optional Engineering Services not included in the cost of your unbundled proposal on fee basis:

Presently, Zurich has over 175 North America Risk Engineering Consultants with competent OSHA and technical backgrounds. They can provide specialized training and support in a variety of areas. This training will be tailored to meet the specific needs of THE UNIVERSITY OF TEXAS SYSTEM PHASE VII. The following is a partial listing of construction-focused training courses offered to participants with different levels of expertise:

* Scaffolding
* Hazard communication
* Confined Space
* Fall Protection
* Lock-out/Tag-out Safety
* Electrical Safety
* Driver Awareness & Defensive Driving
* Respiratory Protection
* Welding/burning/hot work Safety
* Trenching & Excavation Safety
* Crane Safety
* Rigger Safety
* OSHA 10 and 30 hour
* Pre-job training
* Pre-activity training

In addition, nationwide Zurich currently employs 750 Risk Engineers that are specialists in a variety of fields ranging from manufacturing facilities to fleet transportation, providing specialized assessments and training as requested. For example, we currently employ 12 Certified Industrial Hygienists that all have experience with construction exposures. They are a valuable resource for sampling of lead, silica, asbestos, and other materials confronting Contractors. They are experienced in identifying cost-effective controls to protect employees while minimizing productivity loss associated with the corrective action.

Our goal within Zurich Risk Engineering is to provide a level of service that adds value to your efforts to provide safer, productive and profitable construction projects. We would be pleased to meet and discuss in more detail how we might be of service.

We offer a wide range of services specific to the construction industry that we will tailor to meet your individual needs. Please review the attached pages to give you a better idea of how these services might benefit your organization.

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# Zurich's Expectations of the Wrap-Up Administrator for Wrap-Ups Based on Contract Value

**Audit of Contract Value - Where Contract Value is the Exposure Base**
Zurich will audit contract value at the end of the program term or a schedule to be agreed upon by all parties.

Zurich may at any time request documentation on all projects in the event any of the following shall occur.

*A new system is used for processing the contract value data
*The information used to generate the data is changed at any time
*The documentation which is audited for the selected projects is identified as incomplete or inaccurate.

Once it is confirmed that the audits completed on the randomly selected projects are an accurate reflection of the intended final audited contract value, Zurich will agree to the following selection criteria.

*If the total number of projects enrolled in less than 30, Zurich reserves the right to request documents on 100% of the enrolled projects
*If the total number of projects enrolled is between 30-75, Zurich reserves the right to request full documents on 30% of those enrolled projects and 100% if at any time the information needs further review based on the criteria above.
*If the total number of projects enrolled is over 75, Zurich reserves the right to request full documents on 20% of those enrolled projects and 100% of the projects if at any time the information needs further review based on the criteria above.

**Definition of Contract Value**
If Contract Value is not defined on the non-policy agreement, we will use the following definition:

Construction Value means the direct contractor costs for labor, material, equipment, services, overhead, profit and contingencies and any other direct construction costs, including but not limited to the gross amount paid in connection with construction operations or the construction project(s) to all contractors and subcontractors of all tiers for labor or payroll, material, equipment, services, overhead and profit or any other direct construction cost. Construction Cost does not include compensation paid to an architect, engineer or other consultants; or the cost of land or rights-of-way; taxes or insurance costs and fees; permit costs; or other costs identified in the construction project contract documents as the responsibility of the construction project's owner.

**The Wrap-Up Administrator Should Provide the Following Information for the Audit of Contract Value:**

- Actual Contract Value at the start of each project as shown on the contract between the general contractor or project manager and the project owner.
- Detailed record of all change orders that occurred during the life of the project.
  - Includes changes orders that increase or decrease the amount of the Contract Value.
  - Zurich may ask for additional detail on any change orders as part of the audit process.
- The resulting final Contract Value for each project after all change orders are accounted for.

**Time Schedule for Providing Contract Value Information to Zurich:**

- Provide Contract Value and a detailed record of change orders to Zurich premium audit within 90 days of program term expiration or project close out date, as applicable.

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**Collection and Reporting of Payroll - for Reporting of Comp Unit Stat on Work Comp Wrap-Ups**

- Broker collects Payroll on all enrolled subcontractors for reporting of comp unit stat.
- Broker provides Zurich Premium Audit with reported payrolls by class code, by state and by project for each enrolled sub within 60 days after each anniversary expiration date.
- Audit reviews class codes and reports comp unit stat.

**Enrollment Process Controls**

The Wrap-Up Administrator should:

- In conjunction with the Sponsor, assume the responsibility of ensuring that all eligible subcontractors performing work on the covered job site are enrolled in the wrap-up.
- Follow up with all subcontractors to verify that complete enrollment forms have been received and forwarded to Zurich Construction to complete the enrollment process.

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# NOTICE TO POLICYHOLDERS
# TEXAS

## POLICY EXCLUSIONS

The Texas Department of Insurance requires that policies containing certain exclusions be specifically pointed out to our policyholders. In compliance with this provision, this notice is to advise you that one or more of the following exclusions may be attached to your policy by way of a specific policy endorsement. These are not all of the exclusions contained in your policy, and you are advised to read your policy and all of the attached endorsements carefully, and discuss any questions with your agent or a company representative. (Check all that apply).

- [X] Asbestos Exclusion
- [ ] Employment Related Practices Exclusion
- [ ] Extremely Low Frequency / Electromagnetic Field (ELF/EMF) Exclusion
- [ ] Land Subsidence and Land Condemnation Exclusion
- [ ] Lead Exclusion
- [ ] Mold, Fungi or Bacteria Exclusion
- [ ] Pollution Exclusion
- [ ] Silica or Silica Dust Exclusion
- [ ] Tobacco Exclusion
- [ ] -

CHUBB

# Declarations
# Following Form Excess Liability Policy

**Policy Number:** XSM G46798673 001
**Issuing Company:** Indemnity Insurance Company of North America
436 Walnut Street
Philadelphia, Pennsylvania 19106

Item 1. a) Named Insured: The Board of Regents of the University of Texas System

and as more fully set forth in the Lead Underlying Policy

b) Address of Named Insured: 220 West 7th Street
Austin, Texas 78701-2241

Item 2. a) Lead Underlying Policy No: 47-XSF-304056-01

b) All other Underlying Policy No(s)
Excess of the Lead Umbrella (If Any): N/A

See schedule to be completed and attached by The Company

c) Lead Underlying Insurer: Berkshire Hathaway Specialty Insurance

d) All other Underlying Insurer(s):
Excess of the Lead Umbrella (If Any): N/A

See schedule to be completed and attached by The Company

| | | | |
|---|---|---|---|
| Item 3. Limit of Liability: (Insuring Agreement 2.) | a) | USD $ 25,000,000 | Each Occurrence |
| | b) | USD $ 25,000,000 | Aggregate |
| Item 4. Underlying Limits: (Insuring Agreement 2.) | a) | USD $ 25,000,000 | Each Occurrence |
| | b) | USD $ 25,000,000 | Aggregate |

which in turn is excess of any applicable limits and/or retentions as more fully set forth in the Lead Underlying Policy

Item 5. Policy Period: From: 08/01/2017 to 08/01/2023 both days at 12:01 a.m. Standard Time at the address of the Named Insured.

Item 6: Notice to: (Conditions 3. and 5.)

a) Notice of Occurrence: See Chubb Claims Policy Holder Notice

b) All other Notices:


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To the Named Insured: See Item 1a

To the Company: Indemnity Insurance Company of North America

Item 7. Premium:

USD $ [redacted] (Not Subject to Audit)
USD $ [redacted] (Terrorism Premium included in Premium)
USD $ State Surcharge

Item 8. Policy Form: XSM-43896 (01/15)
Endorsements:

| Endorsement Number | Form Number - Edition Date | Title |
|---|---|---|
| | ALL-38009 (02/13) | Notice to Policyholders Texas |
| | XSM-43898 (01/15) | Schedule of Underlying Insurance |
| | XSM-43896 (01/15) | Following Form Excess Liability Coverage |
| | ALL-20887a (03/16) | Chubb Producer Compensation Practices & Policies |
| | XS-28500a (08/13) | CHUBB Specialty Claims Loss Notification Form |
| | IL P 001 (01/04) | U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders |
| 001 | CC-1K11h (03/14) | Signatures |
| 002 | XSM-43899 (01/15) | Asbestos Exclusion |
| 003 | XSC-27522a (01/15) | Cap On Losses from Certified Acts Of Terrorism |
| 004 | TRIA 11d (03/16) | Disclosure Pursuant To Terrorism Risk Insurance Act |
| 005 | All-21101 (11/06) | Trade or Economic Sanctions Endorsement |
| 006 | MS-208330 (08/17) | Other Insurance Endorsement |


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# Schedule of Underlying Insurance

| | | | |
|---|---|---|---|
| **Lead Underlying Policy Limits** | a) USD | $25,000,000 | Each Occurrence |
| **Carrier: Berkshire Hathaway Specialty Insurance** | | | |
| Policy# 47-XSF-304056-01 | b) USD | $25,000,000 | Aggregate |
| Policy Period: 08/01/2017 to 08/01/2023 | c) USD | $25,000,000 | Products/Completed Ops Aggregate |

which in turn is excess of any applicable limits and/or retentions as more fully set forth in the Lead Underlying Policy.


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# FOLLOWING FORM
# EXCESS LIABILITY COVERAGE

## I. INSURING AGREEMENTS

### 1. COVERAGE

The Company hereby agrees, subject to the terms, definitions, exclusions and conditions contained in this Policy, to pay those sums which the Insured shall be legally obligated to pay as damages by reason of the liability covered by and as more fully defined in the Lead Underlying Policy (as stated in Item 2. a) of the Declarations and hereinafter referred to as "Lead Underlying Policy"); provided always however, that this Policy shall not apply until the Insured and/or the Underlying Insurers (as stated in Items 2. c) and 2. d) of the Declarations and hereinafter referred to as "Underlying Insurers") have paid or have been held liable to pay the full amount of the Underlying Limits for damages covered by the Lead Underlying Policy in accordance with Insuring Agreement 2.

The Company agrees that, except as may otherwise be endorsed to this Policy, this Policy will follow:

1. the same terms, definitions, exclusions and conditions as are, at inception hereof, contained in the Lead Underlying Policy, and;

2. all subsequent changes made to the terms, definitions, exclusions and conditions of the Lead Underlying Policy that do not broaden the scope of the coverage already provided.

Notwithstanding the foregoing, the following changes to the Lead Underlying Policy made after inception hereof shall not be binding upon the Company unless otherwise agreed in writing by the Company:

(a) any change which is subject to an additional premium charge,

(b) the inclusion of an additional coverage extension endorsement,

(c) any change to the terms, definitions, exclusions and conditions that broadens the scope of the coverage already provided.

It is, however, specifically agreed that if any of the Underlying Policy/ies stated in Item 2. b) of the Declarations exclude or limit any part of the coverage provided by the Lead Underlying Policy stated in Item 2. a) of the Declarations, then this Policy shall not drop down to apply in the place of such excluded or limited coverage and the Insured shall be considered as a self insurer to the extent that there is no other available insurance to cover the deficit.

### 2. LIMITS OF LIABILITY

The Company shall be liable only to pay sums up to:

| | |
|---|---|
| USD _____ (as stated in Item 3. a) of the Declarations) | in respect of each Occurrence - subject to a limit of |
| USD _____ (as stated in Item 3. b) of the Declarations) | in the aggregate as applicable per the Lead Underlying Policy, and then such aggregate(s) to apply hereon in an identical manner to the Lead Underlying Policy |


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in excess of Underlying Limits as follows:

| | |
|---|---|
| USD ___ ___ (as stated in Item 4. a) of the Declarations) | in respect of each Occurrence, but |
| USD ___ ___ (as stated in Item 4. b) of the Declarations) | in the aggregate as applicable per the Lead Underlying Policy |

which in turn is excess of any applicable limits and/or retentions as more fully set forth in the Lead Underlying Policy.

In the event of reduction or exhaustion of the applicable aggregate Underlying Limits by reason of sums paid thereunder as damages, whether by an Underlying Insurer or the Insured, then this Policy, subject to its terms, definitions, exclusions and conditions shall:

(1) in the event of reduction, pay in excess of such reduced Underlying Limits;

(2) in the event of exhaustion, continue in force as Lead Underlying Insurance.

Defense costs and expenses shall operate in an identical manner to the Lead Underlying Policy as respects whether defense costs and expenses are included within the limits of liability or are in addition to the limits of liability.

## II. CONDITIONS

### 1. MAINTENANCE OF UNDERLYING INSURANCE

It is a condition of this Policy that the Underlying Policy/ies (as stated in Items 2. a) and 2. b) of the Declarations and hereinafter referred to as "Underlying Policy/ies") shall be maintained in full force and effect, except for any reduction of the aggregate limits contained therein solely by payment of any sums covered by the Lead Underlying Policy. In the event of the Insured's failure to maintain the Underlying Policy/ies in full force and effect and except with respect to the aforementioned aggregate reduction, coverage hereunder shall not be invalid, but shall apply to the same extent that it would have applied had there been compliance with this condition.

### 2. ASSISTANCE & CO-OPERATION AND DUTY TO DEFEND

A. The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured. However the Company shall have the right and shall be given the opportunity to associate with the Insured in the defense of any claim, suit or proceeding relative to an Occurrence where the claim, suit or proceeding involves, or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense, investigation and settlement of such claim, suit or proceeding.

B. Notwithstanding the foregoing, the Company will have the right and duty to defend any claim made, suit brought or proceeding instituted against the Insured to which this Policy applies, if;

   i. The Lead Underlying Insurer as stated in Item 2. c) of the Declarations has the right and duty to defend any claim, suit or proceeding in accordance with the terms of the Lead Underlying Policy as stated in Item 2. a) of the Declarations, and;

   ii. The applicable Underlying Limits as stated in Item 4. of the Declarations have been exhausted in accordance with Insuring Agreement 1. COVERAGE

The Company shall not be obligated to defend any claim, suit or proceeding after the applicable Limits of Liability of this Policy have been exhausted.


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3. **CANCELLATION**

The Named Insured or the Company hereon shall have the right to cancel this Policy in accordance with the cancellation provisions of the Lead Underlying Policy. Such notice shall be sent to the entity stated in Item 6. b) of the Declarations.

4. **OTHER INSURANCE**

If other valid and collectible insurance is available to the Insured covering a loss also covered by this Policy, other than a Policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

5. **NOTICE OF OCCURRENCE**

Whenever the Insured has information from which it may reasonably conclude that an Occurrence covered hereunder involves injuries or damages which are likely to involve this Policy, notice shall be sent to the entity stated in Item 6. a) of the Declarations as soon as practicable.


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## Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at http://www.chubbproducercompensation.com or by calling the following toll-free telephone number: 1-866-512-2862.

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# CHUBB SPECIALTY CLAIMS LOSS NOTIFICATION FORM

**FORWARD BY FAX, MAIL OR E-MAILTO:**

Chubb Excess
P.O. Box 5103
Scranton, PA 18505-0510
Fax No.: (866)635-5687

ChubbClaimsFirstNotice@Chubb.com

**Today's Date:**

**Notice of:** (check all that apply)

- ☐ **First-Party Claim**
- ☐ **Third-Party Claim**
- ☐ **Other** _____
- ☐ **Potential Claim**
- ☐ **Litigation Initiated**

## Insured's Name & Contact Information

**Company Name:** The Board of Regents of the University of Texas System **Point of Contact:** _____

**Address:** 220 West 7th Street
Austin, Texas 78701-2241

**Phone Number:** _____

## Broker/Agent's Name & Contact Information

**Company Name:** MARSH USA INC. **Point of Contact:** _____

**Address:** 1166 AVENUE OF THE AMERICAS, 24TH FLOOR
NEW YORK, New York 10036

**Phone Number:** _____

## Policy Information

**Policy Number:** XSM G46798673 001 **Policy Period:** 08/01/2017 - 08/01/2023

**Limits of Liability:** $ _____ **per** $ _____ **agg** **Self-Insured Retention/Deductible:** _____

## Loss Information

**Date of Incident/Claim:** _____ **Location:** _____

**Claimant Name/Address:** _____

**Description of Loss:** _____

Please list all attached or enclosed documentation: ☐ (check if none provided)

Name of Person Completing This Form: _____ Signature: _____


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# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.


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## SIGNATURES

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| The Board of Regents of the University of Texas System | | | 001 |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| XSM | G46798673 001 | 08/01/2017 to 08/01/2023 | 08/01/2017 |
| Issued By (Name of Insurance Company) | | | |
| Indemnity Insurance Company of North America | | | |

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA** (A stock company)
**BANKERS STANDARD FIRE AND MARINE COMPANY** (A stock company)
**BANKERS STANDARD INSURANCE COMPANY** (A stock company)
**ACE AMERICAN INSURANCE COMPANY** (A stock company)
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY** (A stock company)
**INSURANCE COMPANY OF NORTH AMERICA** (A stock company)
**PACIFIC EMPLOYERS INSURANCE COMPANY** (A stock company)
**ACE FIRE UNDERWRITERS INSURANCE COMPANY** (A stock company)
**WESTCHESTER FIRE INSURANCE COMPANY** (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

Rebecca L Collins
REBECCA L. COLLINS, Secretary

JOHN J. LUPICA, President

Authorized Representative

Chubb. Insured.

# ASBESTOS EXCLUSION

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| The Board of Regents of the University of Texas System | | | 002 |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| XSM | G46798673 001 | 08/01/2017 to 08/01/2023 | 08/01/2017 |
| Issued By (Name of Insurance Company) | | | |
| Indemnity Insurance Company of North America | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

## FOLLOWING FORM EXCESS LIABILITY POLICY

The coverage provided by this policy is amended to add the following exclusion:

Asbestos.

This insurance does not apply to any loss, demand, claim or suit arising out of or related to asbestos or asbestos-containing materials.

All other terms and conditions of this policy remain unchanged.

Authorized Representative



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# CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| The Board of Regents of the University of Texas System | | | 003 |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| XSM | G46798673 001 | 08/01/2017 to 08/01/2023 | 08/01/2017 |
| Issued By (Name of Insurance Company) | | | |
| Indemnity Insurance Company of North America | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**ACE CATASTROPHE LIABILITY PLUS POLICY**
**FOLLOWING FORM EXCESS LIABILITY POLICY**

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

   a. The act resulted in insured losses in excess of $5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

   b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

   The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.

C. In the event that any "certified act of terrorism" is not covered by "underlying insurance" or "other insurance" due to any exclusion or exclusions contained therein, we will pay "loss" in excess of the "underlying insurance" Each Occurrence Limit stated in the Declarations.

All other terms and conditions of the policy remain unchanged.

_____
Authorized Representative

# DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| The Board of Regents of the University of Texas System | | | 004 |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| XSM | G46798673 001 | 08/01/2017 to 08/01/2023 | 08/01/2017 |
| Issued By (Name of Insurance Company) | | | |
| Indemnity Insurance Company of North America | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

**Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals for year 2015, , beginning on January 2016; beginning on January 1 2017, beginning on January 1, 2018; beginning on January 1, 2019 and , beginning on January 1, 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $ in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds .

**Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2020. EFFECTIVE DECEMBER 31, 2020 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: _____.

_____
Authorized Representative

# TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| The Board of Regents of the University of Texas System | | | 005 |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| XSM | G46798673 001 | 08/01/2017 to 08/01/2023 | 08/01/2017 |
| Issued By (Name of Insurance Company) | | | |
| Indemnity Insurance Company of North America | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

# OTHER INSURANCE ENDORSEMENT

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| The Board of Regents of the University of Texas System | | | 006 |
| **Policy Symbol** | **Policy Number** | **Policy Period** | **Effective Date of Endorsement** |
| XSM | G46798673 001 | 08/01/2017 to 08/01/2023 | 08/01/2017 |
| **Issued By (Name of Insurance Company)** | | | |
| Indemnity Insurance Company of North America | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**FOLLOWING FORM EXCESS LIABILITY POLICY**

The policy is amended at **SECTION II, CONDITIONS** by deleting Condition 4, **OTHER INSURANCE** in its entirety.

All other terms and conditions of this Policy remain unchanged.

JOHN J. LUPICA, President

Authorized Representative


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# Starr Indemnity & Liability Company

399 Park Avenue, 9th Fl.
New York. NY 10022

**Policy No.: 1000023859**
**Renewal of: NEW**

## Following Form Excess Liability Policy

## DECLARATIONS

| | | | |
|---|---|---|---|
| Item 1. | a) | Named Insured: | **University of Texas ROCIP VII and as more fully set forth in the Lead Underlying Policy** |
| | b) | Address of Named Insured: | **504 LaVaca Street, Suite 930 Austin, TX 78701** |
| Item 2. | a) | Lead Underlying Policy No: | **47-XSF-304056-01** |
| | b) | All other Underlying Policy No(s): | **GLO0183287; WC0183286; G46798673 001** |
| | c) | Lead Underlying Insurer: | **Berkshire Hathaway Insurance Company** |
| | d) | All other Underlying Insurer(s): | **Zurich America & Indemnity Insurance Company of North America** |
| Item 3. | | Limits of Liability: (Insuring Agreement 2.) | a) **$ 25,000,000** Per Occurrence<br>b) **$ 25,000,000** Aggregate Where Applicable |
| Item 4. | | Underlying Limits: (Insuring Agreement 2.) | a) **$ 50,000,000** Per Occurrence<br>b) **$ 50,000,000** Aggregate Where Applicable<br>which in turn is excess of any applicable limits and/or retentions as more fully set forth in the Lead Underlying Policy |
| Item 5. | | Policy Period: | From: **August 1, 2017** to **August 1, 2023** both days at 12:01 a.m. Standard Time at the address of the Named Insured. |
| Item 6. (Conditions 3. and 5.) | | Notice to: | a) Notice of Occurrence:<br>York Risk Services Group, Inc. Attn OSC<br>P.O. Box 183188<br>Columbus, OH 43218-3188<br><br>Claims E-mail:<br>4869excessclaims@yorkrsg.com<br>Claims Fax: (866) 695-3651<br><br>b) All other Notices:<br><br>To Insured:<br><br>To the Company: 399 Park Avenue, 8th Floor<br>New York, NY 10022 |
| Item 7. | | Premium:<br>Minimum Premium:<br>Minimum Premium Earned | |

HERETO: 100% part of 100% of the Limit of Liability and Premium stated above.
Marsh XSellence Form 10/2014 (Occ)
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# Starr Indemnity & Liability Company

Item 8.
Endorsements:

**Marsh XSellence Form 10/2014**
**Excess Liability Policy Schedule of Underlying Insurance**
**Certified Acts of Terrorism XS Retained with Cap**
**Disclosure Pursuant to Terrorism Act**
**Texas Pollution Amendatory**
**Texas Changes- Cancellation and Nonrenewal**
**Texas Changes- Pollution Exclusion**
**Texas Changes**
**Limitation of Coverage to Designated Premises of Projects**

HERETO: 100% part of 100% of the Limit of Liability and Premium stated above.
Marsh XSellence Form 10/2014 (Occ)
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# Starr Indemnity & Liability Company

## INSURING AGREEMENTS

### 1. COVERAGE -

The Company hereby agrees, subject to the terms, definitions, exclusions and conditions contained in this Policy, to pay those sums which the Insured shall be legally obligated to pay as damages by reason of the liability covered by and as more fully defined in the Lead Underlying Policy (as stated in Item 2. a) of the Declarations and hereinafter referred to as "Lead Underlying Policy"); provided always however, that this Policy shall not apply until the Insured and/or the Underlying Insurers (as stated in Items 2. c) and 2. d) of the Declarations and hereinafter referred to as "Underlying Insurers") have paid or have been held liable to pay the full amount of the Underlying Limits for damages covered by the Lead Underlying Policy in accordance with Insuring Agreement 2.

The Company agrees that, except as may otherwise be endorsed to this Policy, this Policy will follow:

1. the same terms, definitions, exclusions and conditions as are, at inception hereof, contained in the Lead Underlying Policy, and;

2. all subsequent changes made to the terms, definitions, exclusions and conditions of the Lead Underlying Policy that do not broaden the scope of the coverage already provided.

Notwithstanding the foregoing, the following changes to the Lead Underlying Policy made after inception hereof shall not be binding upon the Company unless otherwise agreed in writing by the Company:

(a) any change which is subject to an additional premium charge,

(b) the inclusion of an additional coverage extension endorsement,

(c) any change to the terms, definitions, exclusions and conditions that broadens the scope of the coverage already provided.

It is, however, specifically agreed that if any of the Underlying Policy/ies stated in Item 2. b) of the Declarations exclude or limit any part of the coverage provided by the Lead Underlying Policy stated in Item 2. a) of the Declarations, then this Policy shall not drop down to apply in the place of such excluded or limited coverage and the Insured shall be considered as a self insurer to the extent that there is no other available insurance to cover the deficit.

### 2. LIMITS OF LIABILITY -

The Company shall be liable only to pay sums up to:

| | |
|---|---|
| **$25M P/O $25,000,000 USD** of the Declarations) | in respect of each Occurrence - subject to a limit of |
| **$25M P/O $25,000,000 USD** of the Declarations) | in the aggregate as applicable per the Lead Underlying Policy, and then such aggregate(s) to apply hereon in an identical manner to the Lead Underlying Policy |

in excess of Underlying Limits as follows:

| | |
|---|---|
| **$25,000,000 USD** (as stated in Item 4. a) of the Declarations) | in respect of each Occurrence, but |
| **$25,000,000 USD** (as stated in Item 4. b) of the Declarations) | in the aggregate as applicable per the Lead Underlying Policy |

which in turn is excess of any applicable limits and/or retentions as more fully set forth in the Lead Underlying Policy.

In the event of reduction or exhaustion of the applicable aggregate Underlying Limits by reason of sums paid thereunder as damages, whether by an Underlying Insurer or the Insured, then this Policy, subject to its terms, definitions, exclusions and conditions shall:-

1. in the event of reduction, pay in excess of such reduced Underlying Limits;

2. in the event of exhaustion, continue in force as Lead Underlying Insurance.

Defense costs and expenses shall operate in an identical manner to the Lead Underlying Policy as respects whether defense costs and expenses are included within the limits of liability or are in addition to the limits of liability.

HERETO: 100% part of 100% of the Limit of Liability and Premium stated above.


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## CONDITIONS

1. **MAINTENANCE OF UNDERLYING INSURANCE** -

It is a condition of this Policy that the Underlying Policy/ies (as stated in Items 2. a) and 2. b) of the Declarations and hereinafter referred to as "Underlying Policy/ies") shall be maintained in full force and effect, except for any reduction of the aggregate limits contained therein solely by payment of any sums covered by the Lead Underlying Policy. In the event of the Insured's failure to maintain the Underlying Policy/ies in full force and effect and except with respect to the aforementioned aggregate reduction, coverage hereunder shall not be invalid, but shall apply to the same extent that it would have applied had there been compliance with this condition.

2. **ASSISTANCE & CO-OPERATION AND DUTY TO DEFEND** -

A The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured. However the Company shall have the right and shall be given the opportunity to associate with the Insured in the defense of any claim, suit or proceeding relative to an Occurrence where the claim, suit or proceeding involves, or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense, investigation and settlement of such claim, suit or proceeding.

B Notwithstanding the foregoing, the Company will have the right and duty to defend any claim made, suit brought or proceeding instituted against the Insured to which this Policy applies, if;

i. The Lead Underlying Insurer as stated in Item 2. c) of the Declarations has the right and duty to defend any claim, suit or proceeding in accordance with the terms of the Lead Underlying Policy as stated in Item 2. a) of the Declarations, and;

ii. The applicable Underlying Limits as stated in Item 4. of the Declarations have been exhausted in accordance with Insuring Agreement 1. COVERAGE

The Company shall not be obligated to defend any claim, suit or proceeding after the applicable Limits of Liability of this Policy have been exhausted.

3. **CANCELLATION** -

The Named Insured or the Company hereon shall have the right to cancel this Policy in accordance with the cancellation provisions of the Lead Underlying Policy. Such notice shall be sent to the entity stated in Item 6. b) of the Declarations.

4. **OTHER INSURANCE** -

If other valid and collectible insurance is available to the Insured covering a loss also covered by this Policy, other than a Policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

5. **NOTICE OF OCCURRENCE** -

Whenever the Insured has information from which it may reasonably conclude that an Occurrence covered hereunder involves injuries or damages which are likely to involve this Policy, notice shall be sent to the entity stated in Item 6. a) of the Declarations as soon as practicable.


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# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

## Marsh Xsellence Policy
## Schedule of Underlying Insurance

| | | | |
|---|---|---|---|
| **Policy Number:** | 1000023859 | **Effective Date:** | 08/01/2017 at 12:01 A.M. |
| **Named Insured:** | University of Texas ROCIP VII | **Issuing Company:** | Starr Indemnity & Liability Insurance Company |

The Declarations, Schedule(s), and all terms and conditions complete this insurance Policy.

| **Type of Policy or Coverage and Insurer, Policy Number, and Policy Period** | | **Limits of Insurance** | |
|---|---|---|---|
| **A. First Underlying Insurance Policy(ies)** | | | |
| Coverage: Excess Liability<br>Carrier: Berkshire Hathaway Insurance Company<br>Policy No.: 47-XSF-304056-01<br>Policy Period: 08/01/2017 to 08/31/2023 | | $25,000,000<br>$25,000,000<br>$25,000,000 | Per Occurence<br>Aggregate Where Applicable<br>Products/Completed Operations Aggregate |
| **B. Additional Underlying Insurance Policy(ies)** | | | |
| Coverage: General Liability<br>Carrier: Zurich America<br>Policy No.: GLO0183287<br>Policy Period: 08/01/2017 to 08/31/2023 | | $2,000,000<br>$5,000,000<br>$5,000,000 | Per Occurrence<br>General Aggregate<br>Products/Completed Operations Aggregate- 10 Years or statute, Whichever is less |
| Coverage: WC/EL<br>Carrier: Zurich America<br>Policy No.: WC0183286<br>Policy Period: 08/01/2017 to 08/31/2023 | $1,000,000<br>$1,000,000<br>$1,000,000 | Bodily Injury By Accident- Each Occurence<br>Bodily Injury By Disease- Policy Limit<br>Bodily Injury By Disease- Each Employee | |
| Coverage: Excess Liability<br>Carrier: Indeminity Insurance Company of North America<br>Policy No.: G46798673 001<br>Policy Period: 08/01/2017 to 08/31/2023 | | $25,000,000<br>$25,000,000<br>$25,000,000 | Per Occurence<br>Aggregate Where Applicable<br>Products/Completed Operations Aggregate |

| | | | |
|---|---|---|---|
| Date of Issue: | 10/11/2017 | Authorized Representative: | Richard Berry |

**Class 2- 13000**



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**Starr Indemnity & Liability Company**

Dallas, TX 1-866-519-2522

# Certified Acts of Terrorism Coverage Excess of Retained Amount With Cap on Losses Endorsement No.

**Policy Number:** 1000023859
**Named Insured:** University of Texas ROCIP VII

**Effective Date:** 08/01/2017 at 12:01 A.M.

This endorsement modifies insurance provided under the following:

MARSH XSELLENCE POLICY

SCHEDULE

| **Certified Acts of Terrorism Retained Amount** |
|---|

**A.** For purposes of this endorsement, the words "you" and "your" refer to the Named Insured listed in Item 1. a) of the **DECLARATIONS**. The words "we", "us" and "our" refer to the Company.

**B.** Coverage provided by this Policy for sums which the Insured shall be legally obligated to pay as damages by reason of the liability covered by and as more fully defined in the Lead Underlying Policy and arising out of a "certified act of terrorism" applies in excess of the Certified Acts of Terrorism Retained Amount described in paragraph **C.** below.

**C.** **INSURING AGREEMENTS, 2. LIMIT OF LIABILITY** is amended to include the following:

The Certified Acts of Terrorism Retained Amount refers to the amount stated in the Schedule of this endorsement. This amount may consist of a self-insured retention, Underlying Policy/ies or a combination thereof.

The Certified Acts of Terrorism Retained Amount applies:

1. Only to sums which the Insured shall be legally obligated to pay as damages by reason of the liability covered by and as more fully defined in the Lead Underlying Policy and arising out of a "certified act of terrorism" covered under this Policy; and

2. Separately to each "certified act of terrorism".

We will pay those sums covered under this Policy only after your Certified Acts of Terrorism Retained Amount has been exhausted by means of payments for judgments or settlements. Defense expenses shall not erode the Certified Acts of Terrorism Retained Amount.

**D.** The **CONDITIONS** are amended to include the following:



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**Cap on Losses From Certified Acts of Terrorism**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**E.** The following definition applies for purposes of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**F.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



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# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

## Disclosure Pursuant to Terrorism Risk Insurance Act

**Policy Number:** 1000023859 **Effective Date:** 08/01/2017 at 12:01 A.M.
**Named Insured:** University of Texas ROCIP VII

**SCHEDULE**

| SCHEDULE – PART I |
|---|
| **Terrorism Premium (Certified Acts)**<br><br>**This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):** All coverages under this policy, except commercial automobile liability<br><br>**Additional information, if any, concerning the terrorism premium:** |
| **SCHEDULE – PART II** |
| **Federal share of terrorism losses** _ _ **% Year: 20** 15<br>(Refer to Paragraph **B.** in this endorsement.) |
| **Federal share of terrorism losses** _ _ **% Year: 20** 16<br>(Refer to Paragraph **B.** in this endorsement.) |
| **Federal share of terrorism losses** _ _ **% Year: 20** 17<br>(Refer to Paragraph **B.** in this endorsement.) |
| **Federal share of terrorism losses** _ _ **% Year: 20** 18<br>(Refer to Paragraph **B.** in this endorsement.) |
| **Federal share of terrorism losses** _ _ **% Year: 20** 19<br>(Refer to Paragraph **B.** in this endorsement.) |
| **Federal share of terrorism losses** _ _ **% Year: 20** 20<br>(Refer to Paragraph **B.** in this endorsement.) |
| Information required to complete this Schedule, if not shown above, will be shown in the Policy Declarations. |

**A.** Disclosure Of Premium



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# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the Policy Declarations.

**B.** Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part **II** of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer deductible. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year , the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

**C.** Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



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# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

# Texas Pollution Amendatory

**Policy Number:** 1000023859 **Effective Date:** 08/01/2017 at 12:01 A.M.
**Named Insured:** University of Texas ROCIP VII

A. **SECTION V. EXCLUSIONS,** exclusion **D. Pollution** is deleted in its entirety and replaced with the following:

**D. Pollution**

1. "Ultimate net loss" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
   a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
      (1) Bodily injury if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
      (2) Bodily injury or property damage for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
      (3) Bodily injury or property damage arising out of heat, smoke or fumes from a "hostile fire";
   b. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
   c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
      (1) Any insured; or
      (2) Any person or organization for whom you may be legally responsible; or
   d. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:


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(1) Bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the bodily injury or property damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(2) Bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(3) Bodily injury or property damage arising out of heat, smoke or fumes from a "hostile fire".

**e.** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

**f.** That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

**g.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

**h.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **f.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any:

(a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(b) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

Paragraphs **g.** and **h.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and


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(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

2. Any loss, cost or expense arising out of any:
   a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
   b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

   However, this paragraph does not apply to liability for damages because of property damage that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or suit by or on behalf of a governmental authority.

B. As used in this endorsement:

1. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

2. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



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# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

# Texas Changes – Cancellation and Nonrenewal

**Policy Number:** 1000023859 **Effective Date:** 08/01/2017 at 12:01 A.M.
**Named Insured:** University of Texas ROCIP VII

**A.** Paragraphs **2.** of **SECTION IV. CONDITIONS,** condition **C. Cancellation** is deleted and replaced with the following:

**2.** We may cancel this Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However if this Policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

**a.** If this Policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this Policy solely because the policyholder is an elected official.

**b.** If this Policy has been in effect for more than 60 days, or if it is a renewal or continuation of a Policy issued by us, we may cancel only for one or more of the following reasons:

**(1)** Fraud in obtaining coverage;

**(2)** Failure to pay premiums when due;

**(3)** An increase in hazard within the control of the Insured which would produce an increase in rate;

**(4)** Loss of our reinsurance covering all or part of the risk covered by this Policy; or

**(5)** If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.


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**B.** The following condition is added to **SECTION IV. CONDITIONS** and supersedes any other provision to the contrary:

**Nonrenewal**

**1.** We may elect not to renew this Policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this Policy solely because the policyholder is an elected official.

**2.** This Paragraph, **2.**, applies unless the Policy qualifies under Paragraph **3.** below.

If we elect not to renew this Policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this Policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

**3.** If this Policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the Policy, to:

**a.** The first Named Insured; and

**b.** Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

**4.** If notice is mailed, proof of mailing will be sufficient proof of notice.

**5.** The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

All other terms and conditions of this Policy remain unchanged.


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# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel


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# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

## Texas Changes – Pollution Exclusion

**Policy Number:** 1000023859 **Effective Date:** 08/01/2017 at 12:01 A.M.
**Named Insured:** University of Texas ROCIP VII

**A. SECTION V. EXCLUSIONS,** exclusion **D. Pollution** is deleted in its entirety and replaced with the following:

**D. Pollution**

1. "Ultimate Net Loss" arising out of an actual, alleged or threatened "pollution incident" at any time.

2. Loss, cost or expense arising out of any:

   a. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollution incidents"; or

   b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollution incidents".

This exclusion does not apply if valid "Underlying Insurance" for the "pollution incident" risks described above exists or would have existed but for the exhaustion of the applicable limits of the Underlying Insurance. Coverage provided under this Policy will follow the terms, definitions, conditions, exclusions and limitations of the First Underlying Insurance Policy(ies).

**B.** The following definitions are added to **SECTION III. DEFINITIONS:**

1. "Environmental damage" means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of solid, liquid, gaseous or thermal contaminants, irritants or "pollutants".

2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

3. "Pollution incident" means emission, discharge, release or escape of "pollutants" into or upon land, the atmosphere, or any watercourse or body of water, provided that such emission, discharge, release or escape results in "environmental damage". The entirety of any such emission, discharge, release or escape shall be deemed to be one "pollution incident".


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# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



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# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

## Texas Changes

**Policy Number:** 1000023859 **Effective Date:** 08/01/2017 at 12:01 A.M.
**Named Insured:** University of Texas ROCIP VII

The following conditions are added to **SECTION IV. CONDITIONS**:

1. **Changes In Liability Coverage**

   a. With regard to coverage for bodily injury, property damage and personal and advertising injury, unless we are prejudiced by the Insured's or your failure to comply with the requirement, no provision of this Policy requiring you or any Insured to give notice of an accident, occurrence, wrongful act, claim or suit, or forward demands, notices, summonses or legal papers in connection with a claim or suit, will bar coverage under this Policy.

   However, Paragraph **1.a.** does not apply with respect to the ownership, maintenance or use of covered autos.

2. **Claims Handling Procedures**

   We will notify you in writing of:

   a. An initial offer to compromise or settle a claim made or suit brought against any Insured. The notice will be given no later than the 10th day after the date on which the offer is made.

   b. Any settlement of a claim made or suit brought against the Insured. The notice will be given not later than the 30th day after the date of settlement.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel


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# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

## Limitation of Coverage to Designated Premises or Project

**Policy Number:** 1000023859
**Named Insured:** University of Texas ROCIP VII

**Effective Date:** 08/01/2017 at 12:01 A.M.

**SCHEDULE**

| |
|---|
| **Premises:** |
| **Project:** REFER TO MONTHLY REPORT IN FILE WHICH INCLUDES EACH PROJECT IDENTIFIED IN THE MARSH MONTHLY REPORT FOR THE UNIVERSITY OF TEXAS SYSTEM ROLLING OWNER CONTROLLED INSURANCE PROGRAM PHASE VII WITH COVERAGE FOR SUCH PROJECT BEGINNING ON THE NOTICE TO PROCEED DATE AS LISTED IN THE REPORT. |

This insurance applies only to "Ultimate Net Loss" arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or

2. The project shown in the Schedule.

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel



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**Starr Indemnity & Liability Company**

Dallas, TX 1-866-519-2522



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**Starr Indemnity & Liability Company**

# Starr Indemnity Excess Starr Companies Program
# Claim Reporting Guidelines

**Send all Excess Casualty Loss Notices to:**

**York Risk Services Group, Inc.**
**Attn OSC**

**P.O. Box 183188**
**Columbus, OH 43218-3188**

**Claims E-mail:** 4869excessclaims@yorkrsg.com
**Claims Fax:** (866) 695-3651

Our preferred method of reporting is by email but Loss Notices may be submitted via certified mail or faxed. If immediate attention is needed, e-mailing or faxing the Loss Notice and/or Claim or Litigation information is strongly recommended. If you have a claim related question and need to contact York by telephone, please do so at (866) 391-9675.

**Consult Your Policy For Loss Reporting Requirements**

Your policy states when to report a loss and details the information to be submitted with a First Notice of Loss. This is often found in the General Conditions section, although it may be changed by an endorsement. Additionally, the following information/documentation will always be helpful in assisting us with our evaluation.

- Citing Starr Indemnity's policy, or claim number, in all correspondence.
- Providing a copy of any suit, demand for arbitration or mediation, a governmental agency notice, claim letter or any similar notice.
- Sending a copy of any internal reports related to the loss.
- Forwarding copies of status reports prepared by your defense counsel and/or your claim handler, if the case has been pending for a period of time.

Starr Indemnity will always acknowledge each First Notice of Loss, initiate contact to open lines of communication, and will request any additional information that may be needed. Our formal claims acknowledgment will identify Starr Indemnity's person responsible for handling your reported Claim, and their specific contact information.

If you have questions or would like to discuss a specific loss with one of our Claims Team members, please feel free to contact us. Thank you.

# IMPORTANT NOTICE

## YOUR ACTION REQUIRED

**THANK YOU FOR PLACING THIS EXCESS POLICY WITH US. WE TRUST THAT THIS POLICY WAS ISSUED ACCORDING TO YOUR INSTRUCTIONS.**

**AS A REMINDER, WITHIN 45 DAYS OF THE EFFECTIVE DATE, PLEASE FORWARD A COMPLETE COPY OF THE LEAD UMBRELLA. THIS COPY MUST INCLUDE THE FOLLOWING:**

- **DECLARATIONS PAGE**
- **INSURING AGREEMENT**
- **COPIES OF ALL FORMS AND ENDORSEMENTS**

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08/08/2017

THE UNIVERSITY OF TEXAS SYSTEM

ECO (23) 58 07 14 29

From: 08/01/2017 To: 08/01/2023

MARSH USA INC
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036 - 2708

## TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT

**This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.**

### THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from certified acts of terrorism exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of $100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed $100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

The Federal Share and Program Trigger by calendar year are:

| Calendar Year | Federal Share | Program Trigger |
|---|---|---|
| 2015 | 85% | $100,000,000 |
| 2016 | 84% | $120,000,000 |
| 2017 | 83% | $140,000,000 |
| 2018 | 82% | $160,000,000 |
| 2019 | 81% | $180,000,000 |
| 2020 | 80% | $200,000,000 |

### MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

> [A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States.
>
> (i) to be an act of terrorism;


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(ii) to be a violent act or an act that is dangerous to
  (I) human life;
  (II) property; or
  (III) infrastructure;

(iii) to have resulted in damage within the United States, or outside of the United States in the case of
  (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
  (II) the premises of a United States mission; and

(iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO**

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGEMENT, AND RETURN THIS FORM TO THE ADDRESS BELOW: **Please ensure any rejection is received within (30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Underlying Coverage Requirement located at the end of this Notice.

☐ I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from a "certified acts of terrorism" and my policy will be endorsed accordingly.

| Policyholder/Applicant's Signature | Print Name | Date Signed |
|---|---|---|
| _____ | _____ | _____ |

Named Insured

THE UNIVERSITY OF TEXAS SYSTEM

Policy Number

ECO (23) 58 07 14 29

Policy Effective/Expiration Date

08/01/2017 - 08/01/2023

**UNDERLYING COVERAGE REQUIREMENT**

This policy will apply to Terrorism Coverage only in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to you during the Policy Period.

If you fail to comply with this Underlying Coverage Requirement and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this requirement.

**IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO:**

Attn: Commercial Lines Division - Terrorism
P.O. Box 66400
London, KY 40742-6400

**The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverages questions. Please read your policy carefully.**

If you have any questions regarding this notice, please contact your agent.


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Liberty Mutual INSURANCE

**Coverage is Provided In:**
Ohio Casualty Insurance Company

**Policy No.:** ECO (23) 58 07 14 29

# Following Form Excess Liability Policy Declarations

Item 1. a) Named Insured:
THE UNIVERSITY OF TEXAS SYSTEM

and as more fully set forth in the Lead Underlying Policy

b) Address of Named Insured:
220 W 7TH STREET
AUSTIN, TX 78701

Agent Name, Mailing Address & Phone No.:
(212)345-5000
MARSH USA INC
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036 - 2708

Item 2.
a) Lead Underlying Policy No: 47-XSF-304056-01
b) All other Underlying Policy No(s): See Schedule of Underlying Insurance
c) Lead Underlying Insurer: BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
d) All other Underlying Insurer(s): See Schedule of Underlying Insurance

Item 3. Limits of Liability: (Insuring Agreement 2.)
a) $ 25,000,000 Each Occurrence
b) $ 25,000,000 Aggregate

Item 4. Underlying Limits: (Insuring Agreement 2.)
a) $ 50,000,000 Each Occurrence
b) $ 50,000,000 Aggregate
which in turn is excess of any applicable limits and/or retentions as more fully set forth in the Lead Underlying Policy

Item 5. Policy Period:
From: 08/01/2017 to 08/01/2023 both days at 12:01 a.m. Standard Time at the address of the Named Insured.

Item 6. Notice to: (Conditions 3. and 5.)

a) Notice of Occurrence:
Ohio Casualty Insurance Company
9450 Seward Road, Fairfield, OH 45014
CLClaimReports@libertymutual.com
1-800-362-0000

b) All other Notices:
To Insured: Per Item 1. above
To the Company:
Liberty Mutual Insurance
One Battery Park Plaza, 30th Floor
New York, NY 10004

Item 7. Premium: $ (100% Flat Annual)

Certified Acts of Terrorism Coverage $ (Included)

Total Advance Charges $
Note: This is not a bill

Issue Date 08/08/2017


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Item 8. Policy Forms and Endorsements:

| | |
|---|---|
| NP 73 12 01 15 | Policyholder Disclosure Notice of Insurance Coverage for Certified Acts of Terrorism |
| CE 75 00 01 15 | Marsh XSellence Following Form Excess Liability Policy |
| CE 75 10 01 15 | Non Following Form Endorsement |
| CE 75 13 01 15 | Cap on Losses from Certified Acts of Terrorism |
| CE 75 06 01 15 | Limits of Insurance Amendment - Quota Share |
| CE 75 07 01 15 | General Endorsement - Other Insurance Amendatory Endorsement |
| CE 75 05 01 15 | Nuclear Exclusion |
| CE 75 04 01 15 | Asbestos Exclusion |

In Witness Whereof, we have caused this Policy to be signed by our authorized officers.

Dexter Robert Legg

Dexter R. Legg

Secretary

James Paul Condrin, III

President


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**Coverage is Provided In:**
Ohio Casualty Insurance Company

**Policy No.:** ECO (23) 58 07 14 29

## SCHEDULE OF UNDERLYING INSURANCE

| **UNDERLYING INSURANCE:** CARRIER, POLICY NUMBER AND PERIOD | TYPE OF COVERAGE | LIMITS OF INSURANCE |
|---|---|---|
| FIRST UNDERLYING INSURANCE<br>BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY<br><br>47-XSF-304056-01<br>08/01/2017 - 08/01/2023 | LEAD UMBRELLA | $25,000,000 EACH OCCURRENCE<br>$25,000,000 AGGREGATE<br>$25,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE |
| OTHER UNDERLYING INSURANCE<br>INDEMNITY INSURANCE COMPANY OF NORTH AMERICA<br><br>XSM G46798673 001<br>08/01/2017 - 08/01/2023 | EXCESS LIABILITY | $25,000,000 EACH OCCURRENCE<br>$25,000,000 AGGREGATE<br><br>EXCESS OF<br><br>$25,000,000 EACH OCCURRENCE<br>$25,000,000 AGGREGATE |
| OTHER UNDERLYING INSURANCE<br>STARR INDEMNITY & LIABILITY COMPANY<br><br>1000023859<br>08/01/2017 - 08/01/2023 | EXCESS LIABILITY<br>QUOTA SHARE PARTNER | $25,000,000 EACH OCCURRENCE<br>$25,000,000 AGGREGATE<br><br>PART OF<br><br>$50,000,000 EACH OCCURRENCE<br>$50,000,000 AGGREGATE<br><br>EXCESS OF<br><br>$50,000,000 EACH OCCURRENCE<br>$50,000,000 AGGREGATE |



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# FOLLOWING FORM EXCESS LIABILITY POLICY

## INSURING AGREEMENTS

### 1. COVERAGE

The Company hereby agrees, subject to the terms, definitions, exclusions and conditions contained in this Policy, to pay those sums which the Insured shall be legally obligated to pay as damages by reason of the liability covered by and as more fully defined in the Lead Underlying Policy (as stated in Item 2. a) of the Declarations and hereinafter referred to as "Lead Underlying Policy"); provided always however, that this Policy shall not apply until the Insured and/or the Underlying Insurers (as stated in Items 2. c) and 2. d) of the Declarations and hereinafter referred to as "Underlying Insurers") have paid or have been held liable to pay the full amount of the Underlying Limits for damages covered by the Lead Underlying Policy in accordance with Insuring Agreement 2.

The Company agrees that, except as may otherwise be endorsed to this Policy, this Policy will follow:

1. The same terms, definitions, exclusions and conditions as are, at inception hereof, contained in the Lead Underlying Policy, and;

2. All subsequent changes made to the terms, definitions, exclusions and conditions of the Lead Underlying Policy that do not broaden the scope of the coverage already provided.

Notwithstanding the foregoing, the following changes to the Lead Underlying Policy made after inception hereof shall not be binding upon the Company unless otherwise agreed in writing by the Company:

**(a)** Any change which is subject to an additional premium charge,

**(b)** The inclusion of an additional coverage extension endorsement,

**(c)** Any change to the terms, definitions, exclusions and conditions that broadens the scope of the coverage already provided.

It is, however, specifically agreed that if any of the Underlying Policy/ies stated in Item 2. b) of the Declarations exclude or limit any part of the coverage provided by the Lead Underlying Policy stated in Item 2. a) of the Declarations, then this Policy shall not drop down to apply in the place of such excluded or limited coverage and the Insured shall be considered as a self-insurer to the extent that there is no other available insurance to cover the deficit.

### 2. LIMITS OF LIABILITY

The Company shall be liable only to pay sums up to:

| | |
|---|---|
| USD (as stated in Item 3. a) of the Declarations) | in respect of each Occurrence - subject to a limit of |
| USD (as stated in Item 3. b) of the Declarations) | in the aggregate as applicable per the Lead Underlying Policy, and then such aggregate(s) to apply hereon in an identical manner to the Lead Underlying Policy |


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in excess of Underlying Limits as follows:

| | |
|---|---|
| USD (as stated in Item 4. a) of the Declarations) | in respect of each Occurrence, but |
| USD (as stated in Item 4. b) of the Declarations) | in the aggregate as applicable per the Lead Underlying Policy |

which in turn is excess of any applicable limits and/or retentions as more fully set forth in the Lead Underlying Policy.

In the event of reduction or exhaustion of the applicable aggregate Underlying Limits by reason of sums paid thereunder as damages, whether by an Underlying Insurer or the Insured, then this Policy, subject to its terms, definitions, exclusions and conditions shall:-

1. In the event of reduction, pay in excess of such reduced Underlying Limits;

2. In the event of exhaustion, continue in force as Lead Underlying Insurance.

Defense costs and expenses shall operate in an identical manner to the Lead Underlying Policy as respects whether defense costs and expenses are included within the limits of liability or are in addition to the limits of liability.

**CONDITIONS**

**1. MAINTENANCE OF UNDERLYING INSURANCE**

It is a condition of this Policy that the Underlying Policy/ies (as stated in Items 2. a) and 2. b) of the Declarations and hereinafter referred to as "Underlying Policy/ies") shall be maintained in full force and effect, except for any reduction of the aggregate limits contained therein solely by payment of any sums covered by the Lead Underlying Policy. In the event of the Insured's failure to maintain the Underlying Policy/ies in full force and effect and except with respect to the aforementioned aggregate reduction, coverage hereunder shall not be invalid, but shall apply to the same extent that it would have applied had there been compliance with this condition.

**2. ASSISTANCE & CO-OPERATION AND DUTY TO DEFEND**

**A.** The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured. However the Company shall have the right and shall be given the opportunity to associate with the Insured in the defense of any claim, suit or proceeding relative to an Occurrence where the claim, suit or proceeding involves, or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense, investigation and settlement of such claim, suit or proceeding.

**B.** Notwithstanding the foregoing, the Company will have the right and duty to defend any claim made, suit brought or proceeding instituted against the Insured to which this Policy applies, if;

i. The Lead Underlying Insurer as stated in Item 2. c) of the Declarations has the right and duty to defend any claim, suit or proceeding in accordance with the terms of the Lead Underlying Policy as stated in Item 2. a) of the Declarations, and;

ii. The applicable Underlying Limits as stated in Item 4. of the Declarations have been exhausted in accordance with Insuring Agreement 1. COVERAGE

The Company shall not be obligated to defend any claim, suit or proceeding after the applicable Limits of Liability of this Policy have been exhausted.


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## 3. CANCELLATION

The Named Insured or the Company hereon shall have the right to cancel this Policy in accordance with the cancellation provisions of the Lead Underlying Policy. Such notice shall be sent to the entity stated in Item 6. b) of the Declarations.

## 4. OTHER INSURANCE

If other valid and collectible insurance is available to the Insured covering a loss also covered by this Policy, other than a Policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

## 5. NOTICE OF OCCURRENCE

Whenever the Insured has information from which it may reasonably conclude that an Occurrence covered hereunder involves injuries or damages which are likely to involve this Policy, notice shall be sent to the entity stated in Item 6. a) of the Declarations as soon as practicable.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NON FOLLOWING FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

FOLLOWING FORM EXCESS LIABILITY POLICY

Notwithstanding any other provisions of this Policy, it is agreed that this Policy shall not provide coverage afforded by the Lead Underlying Policy for the following:

Crisis Management or Crisis Response Endorsement
Accident Insurance Endorsement
Uninsured/Underinsured Motorists (UM/UIM) Endorsement
Liberalization Clause
Sublimit of liability, unless such sublimit is specifically endorsed to this Policy.

This endorsement does not change any other provision of the policy.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

FOLLOWING FORM EXCESS LIABILITY POLICY

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement does not change any other provision of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LIMITS OF LIABILITY AMENDMENT – QUOTA SHARE

This endorsement modifies insurance provided under the following:

FOLLOWING FORM EXCESS LIABILITY POLICY

The limits of liability for this policy shown in Item 3 of the Declarations apply as follows:

| | | |
|---|---|---|
| $ | 25,000,000 | Each Occurrence |
| $ | 25,000,000 | Aggregate Limit |

50.00 % Quota Share Part of:

| | | |
|---|---|---|
| $ | 50,000,000 | Each Occurrence |
| $ | 50,000,000 | Aggregate Limit |

Excess of:

| | | |
|---|---|---|
| $ | 50,000,000 | Each Occurrence |
| $ | 50,000,000 | Aggregate Limit |

**Schedule of Quota Share Layer Participants:**

| Participating Insurer / Policy Number | | Policy Limits Part of Layer Limit | | |
|---|---|---|---|---|
| Starr Indemnity & Liability Company | / 1000023859 | $ 25,000,000 | part of $ | 50,000,000 |
| | / | $ | part of $ | |
| | / | $ | part of $ | |

Our liability and that of the Quota Share Layer Participant(s) shall be several and not joint. We will not be liable under this insurance for any amount in excess of our Quota Share Part or the amounts stated in Item 3. Limits of Liability of the Following Form Excess Liability Policy Declarations regardless of any changes in circumstances, including, but not limited to, change in terms, cancellation, removal or bankruptcy of any Quota Share Layer Participant.

In the event that any other Quota Share Layer Participant listed above restricts coverage, this insurance will be subject to such restrictions. In no event shall this insurance grant broader coverage than would be provided by any other Quota Share Layer Participant listed above.

This endorsement does not change any other provision of the policy.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# GENERAL ENDORSEMENT

The policy is amended as follows:

CONDITIONS, Section 4., OTHER INSURANCE is deleted and replaced by the following:

This Policy shall not seek contribution from other valid and collectible insurance available to the Insured. However, this Other Insurance condition does not apply with respect to the Lead Underlying Policy and any Underlying Policies."

All other terms and conditions of this Policy remain unchanged.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NUCLEAR EXCLUSION

This endorsement modifies insurance provided under the following:

FOLLOWING FORM EXCESS LIABILITY POLICY

This insurance does not apply to:

A. Any liability, damages, loss, injury, demand, claim or suit:

1. With respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its termination upon exhaustion of its limits of liability; or

2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Any liability, damages, loss, injury, demand, claim or suit resulting from the "hazardous properties" of "nuclear material", if:

1. The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an Insured or **(b)** has been discharged or dispersed therefrom;

2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

3. The bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **B.3.** applies only to "property damage" to such "nuclear facility" and any property thereat.

C. As used in this endorsement:

1. "Hazardous properties" includes radioactive, toxic or explosive properties.

2. "Nuclear material" means "source material", "special nuclear material" or "by-product material".

3. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".


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5. "Waste" means any "waste" material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

6. "Nuclear facility" means:

   a. Any "nuclear reactor";

   b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

   c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of any Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

   d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

   and includes the site on which any of the foregoing is located, all operations considered on such site and all premises used for such operations.

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

8. "Property damage" includes all forms of radioactive contamination of property.

This endorsement does not change any other provision of this policy.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

FOLLOWING FORM EXCESS LIABILITY POLICY

This insurance does not apply to:

Any liability, damages, loss, injury, demand, claim or suit arising out of or caused by, or allegedly caused by:

1. Asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;

2. Exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or

3. Any obligation to investigate, settle or defend, or indemnify any person against any claim or suit arising out of or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

This endorsement does not change any other provision of this policy.


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## SECTION 01 31 00 - PROJECT ADMINISTRATION

## PART 1 - GENERAL

1.1. DEFINTIONS

1.1.1. The term “Architect” or ARCHITECT as used throughout the contract documents, is defined in the UGC.

1.1.1.1. On Design/Build contracts, the construction management staff may provide general administration, including management of meeting records and preparation of change orders, only with prior written approval of the Owner.

1.2. RELATED DOCUMENTS

1.2.1. 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.

1.2.1.1. Exhibit H - Policy on Utilization Historically Underutilized Businesses

1.2.1.2. Owner’s Special Conditions

1.2.1.3. Section 00 73 16 - Project Insurance Requirements – If applicable

1.2.1.4. Section 01 32 00 - Project Planning and Scheduling

1.2.1.5. Section 01 35 23 - Project Safety

1.2.1.6. Section 01 45 00 - Project Quality Control

1.2.1.7. Section 01 57 23 - Temporary Storm Water Pollution Control

1.2.1.8. Section 01 77 00 - Project Closeout Procedures

1.2.1.9. Section 01 91 00 - Project Commissioning

1.2.1.10. Section 23 00 00 - General Mechanical Requirements

1.2.1.11. Section 26 00 00 - General Electrical Requirements

1.3. CONTRACT SUBSTANTIAL COMPLETION

1.3.1. The terms “Substantial Completion" and "Pre-Final" shall be considered the same, and are used interchangeably throughout the Contract Documents.

1.3.2. In order to obtain a Substantial Completion inspection, the contractor shall fulfill all requirements as specified in the UGC and Specification Section 01 77 00 - Project Closeout.

1.4. PROCUREMENT OF SUBCONTRACTS (CONSTRUCTION MANAGER AT RISK AND DESIGN-BUILD AGREEMENTS ONLY)

1.4.1. The Construction Manager at Risk (CM) or Design/Build Contractor (DB) shall provide a written Bid/Proposal Package Strategy (B/PPS) for procuring subcontracts including self-performance work (other than General Conditions), prior to the approval of the Guaranteed Maximum Price, but no later than twenty (20) calendar days prior to the first advertisement for proposals. The B/PPS shall be a written plan submitted to, and reviewed by the ODR and the Architect.

1.4.1.1. The plan shall identify bid packages that are most advantageous to the project and align with the CM/DB's HUB Good Faith Effort (Exhibit H) by providing at least three (3) qualified respondents, including the CM/DB. Each bid package shall include the UGC, the Owner's Division 1 Specifications, Drawings and Specifications and any other OFPC requirements included in the CM/DB Agreement pertaining to the scope of work covered in the packages.

1.4.1.2. The B/PPS shall conspicuously identify any and all work that the CM/DB will submit a bid/proposal for, but will not perform with its own forces (i.e. subcontract to someone else if determined to be "best value").

1.4.1.3. The B/PPS shall include the following for each bid package contemplated:

1.4.1.3.1. Anticipated scope of work to be procured;

1.4.1.3.2. A current Work Progress Schedule;

1.4.1.3.3. Anticipated selection criteria and questions;

1.4.1.3.4. Self-perform work proposals to be submitted by the CM/DB;

1.4.1.3.5. Proposed advertising dates;

1.4.1.3.6. Proposed Pre-proposal meeting(s);

1.4.1.3.7. Exhibit H and Information on 00 73 16 Project Insurance Requirements (if applicable);

1.4.1.3.8. Proposed Receipt, review and award dates;

1.4.1.3.9. Anticipated notice to proceed dates.

1.4.1.3.10. To ensure compliance with SB 1081, all bid/proposals shall contain the following language on the signature page, "By signing this document, I acknowledge that this project will use an Owner Controlled Insurance Program (OCIP) and I will participate in the program".

1.4.1.4. The CM/DB shall update the B/PPS monthly as a minimum, as conditions change, or as proposed dates are revised.

1.4.2. Per Texas Higher Education Code 51.782: "A construction manager-at-risk shall publicly advertise, in the manner prescribed by the institution, and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions". This requirement applies to DB as well.

1.4.3. The goal of the project team shall be to have all work procured through advertised competitive proposals, however, if a "minor procurement" condition arises during the process, the following procurement guidelines may be used by the CM/DB, with Owner approval, for procurement of work:

| | | |
|---|---|---|
| 1.4.3.1. | Less than $5,000.00: | No requirements |
| 1.4.3.2. | Between $5,000.01 and $25,000.00: | Obtain three (3) solicitations |
| 1.4.3.3. | Greater than $25,000.00: | Obtain three (3) advertised competitive proposals |

1.4.3.3.1. If the CM/DB does not receive at least three (3) competitive proposals, the CM/DB shall re-package the scope and re-issue without additional cost to the Owner or delay to the project "Substantial Completion" date (unless approved by the Owner).

1.4.3.3.2. If the CM/DB receives less than three (3) competitive proposals and the ODR determines that specific factors related to the project's schedule or quality do not require re-issuance, the CM/DB shall provide the ODR with a letter stating the CM/DB does not have any ownership interest in, or a controlling relationship with, the recommended "best value" vendor.

1.4.3.3.2.1. If the CM/DB cannot provide a letter, the package shall be re-issued without additional cost to the Owner or delay to the project "Substantial Completion" date, unless otherwise approved by the Owner.

1.4.4. This specification does not pertain to Change Orders to existing subcontracts.

1.4.5. Work shall be divided into reasonable lots; however, material or labor acquired through purchase order/vendor type agreements are subject to the entire project (i.e. Concrete material shall be procured as a unit price times an estimated total project quantity provided by the CM/DB to equal a total construction cost). Work shall not be incrementally divided for the purpose of circumventing the procurement guidelines.

1.4.6. The CM/DB may establish selection criteria for each phase of work for review by the project team. Criteria shall be qualifications based and consistent with the information needed by the CM/DB to make a proper evaluation and selection. The CM/DB shall establish a selection matrix including cost, criteria, weighting and ranking procedures for evaluation. The CM/DB shall work with the project team to tailor the selection criteria to be project and scope specific, and ensure that the questions are proper and relevant to the goals of the project. The CM/DB shall follow the Good Faith Effort requirements identified in Exhibit H of the Agreement, including attachments to be completed by 1st tier subcontractors. However, HUB participation/status cannot be used as criteria for determining "best value", only for determining if the respondent is responsive.

1.4.6.1. The CM/DB shall establish clear criteria and questions so that those reading the Request For Proposals will understand how they will be evaluated.

1.4.6.2. If criteria are not included in the advertisement for proposals, the proposal shall be considered a lump sum bid, and the CM/DB shall award the work to the lowest qualified, responsive bidder.

1.4.6.3. After selection criteria have been established, the CM/DB shall publicly advertise the work in general circulations and trade associations in accordance with TEC 51.782 for CM, Article 7 of the current Agreement for DB and Texas Administrative Code 111.14 – "HUB" for both CM and DB. This advertisement shall include, at a minimum, the following:

1.4.6.3.1. OFPC Project Number and Project Name;

1.4.6.3.2. Institution/Campus name;

1.4.6.3.3. CM/DB name and address;

1.4.6.3.4. CM/DB contact name and phone number;

1.4.6.3.5. Location for viewing plans and specifications;

1.4.6.3.6. Date, time and location of Pre-proposal meeting;

1.4.6.3.7. Date, time deadline(s), and location for receiving proposals;

1.4.6.3.8. Instructions to respondents for submitting proposals;

1.4.6.3.9. Selection criteria, questions and submittal requirements.

1.4.7. At the time and location identified in the advertisement, the CM/DB shall hold a Pre-proposal meeting for all potential subcontractors with the project team and Owner's HUB Coordinator. The CM/DB shall review as a minimum:

1.4.7.1. The general scope of the project and the specific scope of work included in this package;

1.4.7.2. Instructions to respondents for submitting proposals;

1.4.7.3. Selection criteria and questions;

1.4.7.4. HUB Good Faith Effort requirements (Exhibit H);

1.4.7.5. Project Safety requirements;

1.4.7.6. ROCIP requirements (if applicable);

1.4.7.7. Project Schedule requirements;

1.4.7.8. Payment procedures and requirements, including retainage;

1.4.7.9. Commissioning and Close-out requirements.

1.4.8. If the CM/DB identifies any self-performance in the B/PPS (work to be performed by its own employees), the CM/DB shall submit a proposal to the Owner at the advertised time and location in a manner so as not to compromise the competitive process.

1.4.8.1. Regardless of the work or method of accepting proposals, all CM/DB self-performance proposals shall be:

1.4.8.1.1. Estimated and submitted by a separate estimating team that is not associated with the CM/DB's pre-construction and/or construction team;

1.4.8.1.2. Submitted in a sealed envelope;

1.4.8.1.3. The final proposal price and not subject to change for any reason prior to recommendation of subcontract award.

1.4.9. The CM/DB shall accept all proposals at the advertised location until the advertised deadline. Upon receipt, the ODR shall be allowed to review the proposal and confirm the time and date received. Any proposals received after the deadline shall not be considered by the CM/DB, and shall be returned to the respondent unopened.

1.4.9.1. Fax proposals shall not be accepted unless the Owner, prior to the initial advertisement for proposals, approves a detailed plan by the CM/DB of care and custody.

1.4.10. After compiling, reviewing and verifying the costs and scope associated with all proposals, the CM/DB shall provide a "bid tabulation" matrix and a proposed

Schedule of Values (refer to Attachment C (CSP format) or D (CM and DB format)) for review by the project team.

1.4.10.1. The "bid tabulation" matrix shall compare all equivalent scope proposals to the CM/DB's estimate.

1.4.10.2. Each matrix shall indicate the CM/DB estimate(s) for each scope of work and identify the respective cost savings/over-runs.

1.4.10.3. The CM/DB may use values/quantities from its own estimate to provide full scope comparisons between each respondent, however, these "plug" numbers shall be clearly identified in the matrix to the project team and be used only to compare the various proposals.

1.4.10.4. The proposed updated Schedule of Values shall summarize all executed and recommended "best value" subcontracts to provide a current status of the Guaranteed Maximum Price Proposal.

1.4.10.5. Once the proposals are compiled into a "bid tabulation" matrix and the proposed Schedule of Values has been updated, the CM/DB shall request a meeting with the project team to review the proposals.

1.4.11. The CM/DB shall lead the proposal review meeting by reviewing the scope of work, the proposals received, any exclusions or conditions, identify any non-qualified respondents and any other problems that may have occurred during the process.

1.4.11.1. The CM/DB shall confirm that the respondents are qualified, meet the established selection criteria (if applicable), and identify the amount of the proposals.

1.4.11.2. The CM/DB shall identify the "best value" and the current status of the buy-out savings to the project team. If the "best value" causes the CM/DB to exceed the Cost of Work line item, including contingencies in the GMP the CM/DB shall acknowledge that the overage will be deducted from the CM/DB's Construction Phase Fee.

1.4.12. Once the "best value" respondent has been identified by the CM/DB, without exception (or as noted) by the Owner, the CM/DB shall finalize negotiations with the selected "best value" respondent.

1.4.12.1. The CM/DB shall identify and confirm with the ODR which competitive proposal "plug" numbers it intends to use in its negotiations. "Plug" numbers may be established through the CM/DB's own estimate (if turned into the ODR before the advertised deadline) or values included in other non-selected respondent competitive sealed proposals.

1.4.12.2. If the CM/DB cannot reach an agreement with the selected respondent, the CM/DB shall notify the ODR that it intends to begin negotiations with the second "best value" respondent.

1.4.12.3. The CM/DB shall issue a letter to the Owner indicating that it intends to write a subcontract to the selected "best value" respondent (including self-perform work), identifying the following:

1.4.12.3.1. The bid package number;

1.4.12.3.2. The base bid from the selected respondent and any alternates included in the proposal;

1.4.12.3.3. The total value of the proposed subcontract with a description of any changes from bid day values;

1.4.12.3.4. Drawings and/or specifications related to the subcontract;

1.4.12.3.5. Additional scope items added to the subcontract (as previously agreed to by the Owner), and their value;

1.4.12.3.6. Current status of the GMP identifying current savings/overages;

1.4.12.3.7. A copy of the bid tabulation matrix;

1.4.12.3.8. A copy of the executed subcontract or purchase order, etc. is required prior to any request for payment by the CM/DB for applicable work.

1.4.12.4. If the Owner objects to the "best value" identified by the CM/DB, the Owner may conduct an evaluation of the selection process and/or results.

1.4.12.4.1. If, after evaluation, the ODR disagrees with the CM/DB "best value" recommendation, the ODR may instruct the CM/DB to either re-bid the scope of work or use the Owners' "best value" selection.

1.4.12.4.2. If the value of the Owners' selection causes an increase in the Total Contract Price, the increase will be the responsibility of the Owner.

1.4.12.5. The CM/DB shall provide one (1) complete copy of all recommendation letters and proposals to the ODR for record, as they occur until final payment.

1.4.13. For additional bid packages, the CM/DB shall repeat the steps identified in this section as many times as identified in the current B/PPS for the entire project.

1.5. SUBCONTRACTS

1.5.1. **Contractor agrees to bind every subcontractor, and every subcontractor agrees to be bound by all the terms and conditions of the Owner's Contract.**

1.5.2. The Contractor is required to submit a list of all first tier subcontractors to the Owner as subcontracts are executed.

1.5.3. **All subcontractor procurement strategies, procedures and documents issued by the Contractor shall comply with, and enforce the Project Safety, 00 73 16 Project Insurance Requirements and UT System Historically Underutilized Business requirements referenced above.**

1.6. FLOW OF COMMUNICATIONS

1.6.1. The Architect is responsible for document control and general project administration. The Owner's written instructions to the Contractor will generally be issued through the Architect. The Architect is the key contact for written communications.

1.6.1.1. On Design-Build projects, the construction management staff may provide this service if approved by the Owner prior to the Notice To Proceed for Construction Services.

1.6.2. All subcontractor correspondence shall be routed through the Contractor. All written Contractor correspondence is to be directed to the Architect, with simultaneous copies to the Owner's Designated Representative (ODR) and Construction Inspector(s) (CI). The actual parties for this project will be confirmed at the Pre-Construction Conference.

1.6.3. The ODR and the CI are the Owner's primary representatives for the Project. The CI is the key contact for verbal communications and site issue coordination.

1.6.4. The ODR and the CI are the only parties authorized to direct changes in the work, and issue written and/or oral instructions directly to the Contractor.

1.6.4.1. All ORAL instructions must be issued by the ODR and/or the CI, or in their presence, and shall be promptly confirmed in writing by the Contractor. Any oral instructions or discussions with subcontractors in the absence of the Contractor are not contractual and are not binding on either party.

1.6.5. The Architect may issue clarification and other information not affecting the contract cost or time by means of an Architect's Supplemental Instruction form, (ASI), or similar clarification form and will be sequentially numbered. Both the Architect and the Contractor shall maintain a separate ASI register.

1.6.5.1. If the Contractor considers such clarification to be a change in the contract scope, written notification of such must be provided before performing the work considered to be a change within thirty (30) calendar days of Contractor's receipt, or with the Change Order Proposal.

1.6.6. All subcontractor Requests for Information, (RFI), are to be submitted by and under cover of the Contractor, who is to carefully review and ensure the completeness and appropriateness of the question, sequentially number each, and submit to the Architect with copies to the ODR and CI. The Contractor and Architect shall maintain separate RFI logs.

1.6.7. All project correspondence shall include OFPC Project Number and Project Name in the title or reference.

1.6.8. Pay Estimates, Requests for Information, Changes, Submittals, etc… are to be processed as shown in the Pre-Construction Conference Brochure.

1.7. PROJECT CHANGES

1.7.1. All changes shall be administered per the UGC.

1.7.2. All changes to the contract affecting cost, scope and/or time will be issued as a formal Change Order to the Contract on the standard University of Texas System Change Order form. The Change Order may include separate change issues, identified as Change Order Proposals and Field Orders.

1.7.3. Upon authorization by the Owner, Change Order Proposals may be issued to the Architect for pricing by the Contractor. All contractor pricing shall be submitted on the standard OFPC "Change in Work Cost Analysis" ("Cost Analysis") form provided by the project manager. Prior to its inclusion in a Change Order, the Owner must accept a Change Order Proposal. When the Owner has approved a Change Order Proposal it will be included in a Change Order for execution.

1.7.3.1. The Contractor shall summarize all costs for each change at each level of subcontractor and supplier by preparing the "Cost Analysis" form, and shall provide each subcontractor's cost summary on separate "Cost Analysis" forms as backup. Additional support documentation from both the Contractor and its subcontractors is encouraged, but such will not replace use of the standard U.T. System form.

1.7.3.2. Where the Contractor believes it is entitled to a time extension, it shall so state as part of its response to the Change Proposal, including a justification for such request. Time extensions will be granted only if a Change Order Proposal affects the activities on the Critical Path of the Owner approved Project Schedule (i.e., when the work impacts the "Contract Substantial Completion Date").

1.7.3.3. If the Owner and Contractor cannot mutually agreed upon a fair and reasonable cost and time settlement, the Owner may: 1) Reject the quotation and void the Change Order Proposal, 2) Issue instructions to the Contractor to proceed on a time and material basis for a price to be determined later not to

exceed a fixed maximum dollar and time, or 3) Issue a Unilateral Change Order.

1.7.3.4. The Owner may issue Field Orders directly to the Contractor for minor changes to the contract, which can be negotiated in the field. Pricing backup shall be the same as a Change Order Proposal and is to be outlined on the "Cost Analysis" form noted above. Once the Owner and the Contractor have signed the Field Order, the work is authorized and the Field Order will be included in the next Change Order.

1.8. LIQUIDATED DAMAGES

1.8.1. If assessed, liquidated damages will be withheld from progress payments beginning with the first payment after the adjusted Contract completion date and until all work of the contract is complete. The amount assessed shall be deducted from the contract price through a written Change Order.

1.9. SITE USE ISSUES

1.9.1. Harassment of any kind toward any person will not be tolerated; offending workers will be removed from the project immediately and permanently.

1.9.2. The Contractor shall provide and submit a program plan for worker orientation, identification and control of access to the site. All workers on the project shall participate in this program before beginning work on the project. This plan shall include, as a minimum:

1.9.2.1. Employee identification badges with a photograph of the employee, the employer and employees' name. Badges shall be provided for all employees and produced by a system on site. This identification shall be worn at all times while on the project site. Lack of an id badge shall be grounds for removal from the project until badge is produced.

## PART 2 - PRODUCTS

2.1 SHOP DRAWINGS AND SUBMITTALS

2.1.1 Refer to the UGC for requirements not identified in this section.

2.1.2 The Contractor shall assign an identifying number to each submittal following a format to be established at the Pre-Construction Conference. The same number with a numerical or alphabetical suffix will be used to identify re-submittals.

2.1.3 The burden of timeliness to complete the submittal process is on the Contractor. The Contractor shall allow sufficient time within the construction schedule to the

Architect and Owner to review and approve all submittals, including time for all re-submittals on any unaccepted/rejected submittal.

2.1.4 Any deviation from the Contract Documents shall be conspicuously noted on the submittal and the transmittal cover sheet. Failure to so note deviation will void any action taken on the submittal.

2.1.5 All manufacturer's data contained within the submittal shall have all inapplicable features crossed out or deleted in a manner that will clearly indicate exactly what is to be furnished.

2.1.6 Equipment of larger sizes than shown, even though of a specified manufacturer, will not be acceptable unless it can be demonstrated that ample space exists for proper installation, operation, and maintenance.

2.1.7 The Owner will not be responsible for payment of any item that has not been submitted and approved through the established submittal process.

2.1.8 The exact number of submittal copies required for distribution will be determined at the Pre-construction Conference. The Contractor shall anticipate providing a minimum of twelve (12) copies of each submittal in addition to those needed by the Contractor and its subcontractors. Two (2) of the approved copies returned to the Contractor shall be set aside for subsequent turn over to Owner at Project Closeout.

2.2 SUBSTITUTION OF MATERIALS, LABOR AND EQUIPMENT

2.2.1 Refer to the UGC for requirements not identified in this section.

2.2.2 The specified products referenced in the Contract Documents establish minimum qualities for which substitutions shall at least equal to be considered acceptable. The burden of proof of equality rests with the Contractor. The Owner retains sole authority for acceptance of substitutions.

2.2.3 All substitutions shall be submitted within ninety (90) days of the Notice to Proceed for Construction and clearly marked as such on the transmittal cover sheet for the submittal.

2.2.4 The Contractor shall allow a minimum of six (6) weeks for review of each substitution by the Architect and/or Owner in addition to the requirements identified in Section 2.2.3 above.

2.2.5 When requested by the Architect, the Contractor shall provide a sample of the proposed substitution item. In some cases, samples of both the specified item and the proposed item shall be required for comparison purposes.

2.2.6 Acceptance of materials and equipment will be based on the supplier / manufacturer's published data and will be tentative subject to the submission of complete shop drawings and/or specifications indicating compliance with the

Contract Documents. Acceptance of materials and/or equipment under this provision shall not be construed as authorizing any deviation from the Contract Documents, unless specifically directed in writing from the Architect.

2.2.6.1 Any and all additional costs or time resulting from the acceptance or rejection of any substitution shall be the sole responsibility of the Contractor. These include costs that are not presented at the time of the substitution request and those costs that become known after the approval of the substitution. This includes direct as well as indirect costs.

2.2.7 If a substitution is accepted, and the substitute proves defective, or otherwise unsatisfactory as determined by the Owner for the service intended within the guarantee period, the substitute shall be replaced with the material or equipment specified in the Contract Documents, or as approved by the Owner, at no additional cost to the Owner.

## 2.3 INITIAL APPLICATION FOR PROGRESS PAYMENT

2.3.1 The Contractor shall submit an initial request for a progress payment per the UGC.

2.3.2 Such requests shall be presented on the University of Texas System Application for Payment and Schedule of Values (refer to Attachment No. 1 and No. 2) forms supplemented by columnar continuation sheets, which represent updates to the original Contract Price or GMP Schedule of Values.

2.3.3 The Contractor's Project accounting records shall be kept on the basis of generally accepted accounting principles in accordance with cost accounting standards issued by the Federal Office of Management and Budget Cost Accounting Standards Board and organized by each Application for Payment period.

2.3.4 Prior to the submission of the initial Application for Payment the Contractor shall submit the following documents to the Architect, Owner for review:

2.3.4.1 Contract Price or GMP Schedule of Values: A single document itemizing the breakdown of the Contract Price/GMP, including general conditions, contingencies and allowances shall be submitted using the OFPC Standard Schedule of Values format. The Contractor shall submit a draft breakdown and such submittal shall be a condition precedent to the processing of the first payment application. The Contractor shall submit subsequent draft copies of the Schedule of Values no later than five (5) working days prior to formal submission of each monthly payment.

2.3.4.1.1 The breakdown shall follow the trade divisions of the specifications and shall be itemized by submittal, floor, area, elevation or other building systems, as a minimum. The breakdown shall include a labor and material breakdown for each activity and be of such detail as may be required by the Owner and/or Architect, but in general

shall limit each line item to less than $100,000, or as approved by the Owner.

2.3.4.1.2 No adjustment to the original detailed breakdown of a contract line item shall be made once accepted by the Owner and Architect. Once accepted, the breakdown will form the basis for all periodic payments.

2.3.4.1.2.1 Contracts with Construction Manager at Risk or Design/Build Agreements may adjust the detailed breakdown of a General Conditions line item if the total invoices for a General Conditions line item exceeds one hundred percent (100%). A corresponding amount shall be deducted from another General Condition line item(s) or the Construction Phase Fee to pay for the overage.

2.3.4.1.3 The Contractor shall not use subcontractor invoices/pay applications in lieu of a single Schedule of Values from the Contractor.

2.3.4.1.4 The breakdown shall anticipate future Change Orders and make provisions for incorporating all changes into the breakdown listing. If issued, Change Orders shall be identified separately and shall itemize the GMP Change Orders, Change Proposals and/or Field Orders, which are incorporated into each Change Order for payment on a line-item basis as required by this section.

2.3.4.1.5 Contracts with Guaranteed Maximum Price proposals shall repeat the process outlined in this section every time a subcontract is added to the monthly Schedule of Values for payment.

2.3.4.2 Work Progress Schedule: Refer to specification section 01 32 00 for all project schedule requirements.

2.3.4.3 Shop Drawing/Submittal Schedule: The Contractor is to provide the Owner and Architect with a Submittal Schedule of all items requiring submittal review showing their anticipated submission date and late finish date for completion of the review process. This Schedule shall be incorporated with the Work Progress Schedule, and each will be updated monthly and submitted to the Architect and Owner with each draft payment request.

2.3.4.4 Equipment List/Matrix: Specification Sections 01 91 00 and 23 00 00 require a matrix of all operable devices, building system components and mechanical equipment be submitted at least one week prior to the first application for progress payment. These lists may be combined and, further, may be incorporated into equipment documentation required in Operating and Maintenance Manuals as indicated in Specification Section.

2.3.4.5 The Contractor is encouraged to integrate these documents to the extent practical to avoid duplication, both in initial setup and ongoing updates to each.

2.3.5 Once the line item amounts are agreed to by the Owner and the Contractor, the Contractor is to submit at least ten (10) copies of the formal application to the Architect, utilizing the University of Texas System form, with original signatures of an officer of the contracting firm and original notarization. The Contractor shall furnish a certificate designating a person(s) who has authority to sign pay applications on behalf of the firm if such is not an officer of the firm.

2.3.5.1 At a minimum, the Contractor shall provide attachments to each month's payment request as follows:

2.3.5.1.1 Ten (10) copies of the monthly HUB Progress Assessment reports (Attachment H to Exhibit H)

2.3.5.1.2 Four (4) copies of the updated Submittal Schedule

2.3.5.1.3 Four (4) copies of all invoices required by the contract.

2.3.5.1.4 Three (3) of the wage rate notification form for each member of the workforce not previously submitted.

2.3.5.1.5 Two (2) copies (paper and electronic) of the updated Work Progress Schedule as specified in Specification Section 01 32 00.

2.3.5.2 The formal payment requests with attachments shall be organized and distributed according to the flow chart included in the Pre-Construction Brochure.

## 2.4 MONTHLY APPLICATION FOR PROGRESS PAYMENTS

2.4.1 For regular monthly applications for payment, the Contractor shall submit for review and approval a draft payment request to the ODR, CI, and the Architect no less than five (5) working days prior to formal submission. The Contractor shall be prepared to review the draft copy at the project site with the Owner and the Architect. Failure to comply with the requirements outlined in Section 2.3 above shall relieve the Owner from its obligation to make payments on any/all line items until the Contractor meets all requirements.

2.4.1.1 Payments cannot exceed the contract, work in-place, or subcontract amounts as depicted on Schedule of Values line items.

2.4.1.2 All as-built drawings shall be reviewed to ensure updates are current.

2.4.1.3 Retainage shall not be used to cover “punch-list” work items.

2.4.1.4 All off-site stored materials shall be specifically identified, including the required documentation, photographs, insurance and arrangements for the Contractor to escort the CI to visit and personally verify the stored material is physically separated and secure from other material.

2.4.2 Requests for payments in association with release of, or reduction in retainage or completion of work have additional requirements as outlined in the UGC and Specification Section 01 77 00.

2.4.3 The Owner may withhold Progress Payments in accordance with the UGC.

2.4.4 The Owner's Designated Representative shall determine acceptance of either mailed or electronically submitted invoices. The payment due date is when the invoice can be viewed by an employee on the first business day following the submittal, if the agency receives the invoice after normal business hours.

## 2.5 CONTRACTOR'S DAILY REPORT

2.5.1 The Contractor shall provide the Architect, ODR and CI with a report detailing its daily activities on the Project in a format acceptable to the Owner. All tests performed by the Contractor are to be attached. All work reports required of subcontractors shall be attached to the Contractor's daily report.

2.5.1.1 The report shall include, as a minimum, the following information as it relates to the day's activities on site: subcontractors on site (including number of employees for each sub), equipment, areas of work and type of work performed, material received, tests performed, any injuries and/or accidents, total number of employees on site (including Contractor) any oral instructions received, any material damage, any change in personnel and anything else that might impact quality or schedule.

2.5.2 These reports shall be submitted to the CI on a daily basis, and are ground for withholding payment.

## 2.6 AS-BUILT DRAWINGS AND RECORD DOCUMENTS

2.6.1 "As-Built" drawings, specifications, detail manuals, and submittals shall be continuously annotated by the Contractor to reflect actual record conditions, addenda, issuance of all Change Orders and clarifications, and actual dimensional records for underground and all other services.

2.6.2 Maintenance of current documentation by the Contractor is required in order to process pay applications. The CI and the Architect will review the status of such documentation monthly, at a minimum.

2.6.3 Refer to Specification Section 01 91 00 – Project Commissioning for requirements regarding the Commissioning and Closeout Manual tracking of these documents.

2.6.4 Refer to Specification Section 01 77 00 – Project Closeout Procedures for detailed instructions on As-Built Drawings, Specifications, O&M manuals and other records.

## PART 3 – EXECUTION

3.1 PRE-CONSTRUCTION CONFERENCE (WITH OR WITHOUT A PARTNERING WORKSHOP)

3.1.1 A Pre-Construction Brochure will be prepared by the Architect using the standard OFPC Pre-Construction Brochure, as an overview of administrative procedures for the project. A review of the Brochure, including this Section, identification of key project personnel, diagrams illustrating documentation routing, Owner's sample administrative forms, and other information will be conducted at the conference.

3.1.2 Upon mutual agreement, a Partnering Workshop may be held with or near the time of the Pre-Construction Conference. The Preconstruction Conference and/or Partnering Workshop will be paid for in total by the Contractor, and reimbursed by the Owner for fifty percent (50%) of the mutually agreed upon costs (100% of the costs shall be reimbursed to the Contractor as part of the General Conditions in the GMP for CM and DB contracts).

3.1.2.1 The conference and/or workshop is intended to provide further understanding among the parties, to establish mutual goals for the project and to develop strategies for achieving those goals.

3.1.3 The Owner will schedule a Pre-Construction Conference to generally coincide with issuance of Notice to Proceed for Construction. The conference agenda will cover broad project issues followed by detail review of administrative procedures.

3.1.3.1 The UGC requires the Contractor to comply with the Owner's administrative requirements as outlined herein and as reviewed at the Pre-Construction Conference.

3.1.3.1.1 For projects with Guaranteed Maximum Price contracts the Owner may require a Pre-Construction meeting prior to Notice to Proceed Construction.

3.1.3.1.2 For projects with Guaranteed Maximum Price contracts and multiple bid packages, the Owner may schedule additional Pre-Construction Conferences to include any subcontractors added to the project after the initial Pre-Construction Conference.

3.1.4 Attendance may be required as determined by the Owner at the conference by all appropriate representatives of the Contractor, mechanical, electrical, plumbing subcontractors, and any additional subcontractors (proposed or engaged), whose scope of work represents five percent (5%) or more of the total construction cost. The Contractor shall request all HUB subcontractors also be represented. Each firm is to be represented by personnel directly involved in the Project, including Project

Managers and Project Superintendents or labor foremen, as a minimum.

3.1.4.1 Project representatives of the Contractor and all other parties directly involved with the processing or executing of project submittals, changes and/or payments should attend the conference.

3.1.5 Prior to the scheduled time of the Pre-Construction Conference, the Contractor is to provide the Architect a written outline of all involved firms, their key personnel, including mailing address and phone numbers to be incorporated into a Project Directory and included in the Pre-Construction Brochure.

3.1.6 The Architect will provide to the Contractor, a minimum of eight (8) copies of the Pre-Construction Conference Brochure prior to the scheduled date of the Conference. The Contractor shall review the contents of the manual with its key project personnel and those of its' subcontractors in preparation for the conference.

3.2 OWNER'S PROJECT PROGRESS MEETINGS

3.2.1 In addition to specific coordination meetings, pre-installation contractor meetings for each element of work, and other project meetings for other purposes; the Owner will schedule and conduct a Project Progress Meeting, monthly, twice-monthly, or weekly, as conditions may dictate.

3.2.2 The Contractor shall have all preparations of payment request, and submission of the updated Project Schedule submitted to the Owner at least (5) days prior to the end-of-month meeting date.

3.2.3 Prior to the Owner Project Progress Meetings, the Contractor shall convene a similar progress meeting with their subcontractors to review each of their present and future needs including interface requirements, utility outages required, sequences, deliveries, access, site utilization, temporary facilities and services, hours of work, hazards and risks, housekeeping, change orders, and documentation of information for payment requests in order to be fully prepared to discuss all pertinent issues with the Owner. The Contractor is to notify the Owner and Architect in advance of such meetings with subcontractors.

3.2.4 Owner Project Progress Meetings are to include review of Contractor's updated Critical Path Method (CPM) schedule and forecast of operations for coming period, as well as issues of coordination, anticipated utility outages, status of requested change proposals and other cost impact issues, status of the Commissioning process, status of the HUB Plan, and other project issues

3.2.5 The Contractor and Architect shall provide separate tracking logs for submittals, RFIs, ASIs, and changes in a package for each primary meeting participant. On Design/Build contracts, a single set of tracking logs may be utilized if accepted in advance by the Owner.

3.2.6 This meeting will be chaired by the ODR. The Contractor shall be specifically prepared to discuss the following at each Progress Meeting:

3.2.6.1 Status of all activities appearing on the current Longest Path Bar Chart and the Three Month Rolling Schedule as required in Specification Section 01 32 00 – Project Planning and Scheduling;

3.2.6.2 Status of Project Safety;

3.2.6.3 Status of "action" items from the previous meeting;

3.2.6.4 Status of Buyout on Guaranteed Maximum Price projects;

3.2.6.5 Current status of product submittals and shop drawings, requests for information (RFI), and Architect's clarifications (ASI);

3.2.6.6 Status of project changes and other items of significance, which could affect progress;

3.2.6.7 Status of the Commissioning process for the project;

## 3.3 UTILITY OUTAGES

3.3.1 The Contractor shall notify the CI and the ODR, in writing, of any planned utility outages ten (10) calendar days in advance for academic and office campuses and not less than three weeks for all medical or research campuses.

3.3.2 A standard form for processing a request for utility shutdown or any other campus disruption is included in the Pre-Construction Conference Brochure. The Contractor shall utilize this form, with attachments as necessary, in requesting an outage.

3.4 The Contractor shall not turn service on or off, without prior written authorization. Unless directed otherwise, the campus Physical Plant will turn services on and off.

## 3.5 TESTING

3.5.1 Refer to the UGC and Specification Section 01 45 00 for additional requirements.

3.5.2 The Contractor shall not employ the same testing entity engaged by the Owner.

## 3.6 INSPECTIONS

3.6.1 Refer to the UGC and Specification Section 01 45 00 for inspection requirements.

## 3.7 FINAL ACCEPTANCE AND PAYMENT

3.7.1 The Contractor must notify the Architect, Owner, in writing that the Work will be ready for final acceptance verification on a definite date, a minimum of ten (10) calendar days prior to such proposed date.

3.7.2 In addition to requirements noted for Substantial Completion, final payment and/or

release of remaining retainage requires submission of the following:

3.7.2.1 Consent of Surety;

3.7.2.2 Release of Liens and Claims;

3.7.2.3 Affidavit of payment of Debts and Claims;

3.7.2.4 Final Historically Underutilized Business Plan;

3.7.2.5 Completed and signed SWPPP Notice Of Termination;

3.7.2.6 Closeout of the Owner's Construction Contingency and/or Owner's Special Cash Allowance to a zero ($0) balance.

3.7.3 Refer to UGC and Section 01 77 00.

## 3.8 ONE YEAR WARRANTY

3.8.1 If informed of a defect, the Contractor shall remedy the defect at its own cost and respond in writing to the ODR and the notifying party within ten (10) calendar days indicating the action taken to resolve the defect. Refer to the UGC.

3.8.2 The Contractor shall attend any and all meetings to resolve warranty issues. The Contractor will provide a tracking log of all warranty issues, and their resolution.

3.8.3 The Contractor shall participate in an end of warranty project review with the Owner, as scheduled by the ODR, at a time prior to termination of the warranty period.

3.8.4 Per the UGC and unless directed in writing by the Owner, all warranties shall use the date of Substantial Completion as the start date for that particular warranty.

3.8.4.1 If any equipment and/or system is completed prior to the date of Substantial Completion, the Contractor shall provide, at their own cost, for the necessary warranty extension as required to meet the requirements of the UGC.

3.8.4.2 All equipment shall be delivered to the Owner in an "as-new" condition. If equipment is put into service for the convenience of the contractor, the contractor shall, at their own expense, maintain, service and refurbish the equipment to "as-new" condition prior to delivery to the Owner.

END OF SECTION 01 31 00

# ATTACHMENT A – OFPC APPLICATION FOR PAYMENT
# (CSP FORMAT)

**THE UNIVERSITY OF TEXAS SYSTEM - OFFICE OF FACILITIES PLANNING & CONSTRUCTION**
**APPLICATION FOR PAYMENT - GENERAL CONTRACTOR**

APPLICATION FOR PARTIAL PAYMENT No. {ENTER No.} OFPC PROJECT No. {ENTER No.}

FOR THE PERIOD: {ENTER BEGINNING DATE} TO: {ENTER ENDING DATE} INCLUSIVE.

NAME OF PROJECT: {ENTER PROJECT NAME}

CONTRACTOR NAME & ADDRESS: {ENTER CONTRACTOR NAME & ADDRESS}

**TO BE COMPLETED BY THE GENERAL CONTRACTOR**

| | | |
|---|---|---|
| 1 | Original Contract Amount: | $ 0 |
| 2 | Approved Change Order Extras: | $ 0 |
| 3 | Accepted Change Order Deductions: | $ 0 |
| 4 | Current Contract Amount: | $ 0 |
| 5 | Total Completed/Designed To Date: | $ 0 |
| 6 | Less Total Retainage (5%): | $ 0 |
| 7 | Total Net Earned Amount: | $ 0 |
| 8 | Less Previous Payments: | $ 0 |
| **9** | **Current Payment Due:** | **$ 0** |
| 10 | Balance To Finish, Including Retainage: *(line 4 less line 7)* | $ 0 |

**AFFIDAVIT**

**Insurance:** I, agent for the General Contractor, do hereby certify that all insurances as required by law, and by the specifications, are in full force and effect as of this date.

**Claims & Liability:** I, agent for the General Contractor, do furthermore certify that all current invoices and obligations have been paid in full, and there are no claims or liabilities against this contract.

{CONTRACTOR SIGNATURE}
*Signature of CONTRACTOR*

**STATE OF TEXAS**
**COUNTY OF**

Personally before me, the undersigned authority, this day appeared {PRINTED NAME OF CONTRACTOR AGENT} who being by me duly sworn, on his oath says that the account hereto attached, in the amount of {ENTER AMOUNT} in favor of {PRINTED NAME OF CONTRACTOR FIRM} and against THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM is, within the knowledge of affiant, just true, and correct: that it is due and that all just and lawful offsets, payments, and credits have been allowed.

{STAMP SEAL BELOW}

Sworn to and subscribed before me, {CONTRACTOR SIGNATURE} this _____ day of _____, 20 ____.
*Signature of CONTRACTOR*

Notary Public {NOTARY SIGNATURE} {ENTER NAME OF COUNTY} County, Texas
*Signature of Notary*

**CONSTRUCTION SERVICES: TO BE COMPLETED BY THE OFPC CONSTRUCTION INSPECTOR (OR RCM)**

CONTRACTOR has submitted an updated Project Schedule: ☐ Yes ☐ No
CONTRACTOR has updated the Record Drawings: ☐ Yes ☐ No
This Pay Application includes a current Release of Retainage: ☐ Yes ☐ No
if "Yes", CONTRACTOR has included a "Consent of Surety": ☐ Yes ☐ No

Current Payment For Construction Services . . . . . $ {ENTER CONSTRUCTION AMOUNT}

Inspected and Approved on . . . . . {DATE} *Date* By: {OFPC RCM/CI SIGNATURE} *Signature of OFPC CI/RCM*

**CONSTRUCTION SERVICES CERTIFICATE: TO BE COMPLETED BY THE PROJECT ARCHITECT/ENGINEER**

TO THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, AUSTIN, TEXAS

This is to certify that {ENTER CONTRACTOR FIRM NAME}, General Contractor for the Project . . . . . {ENTER PROJECT NAME} . . . . . is entitled to payment for Construction Services of this Certificate in the amount of . . . . . $ {ENTER CONSTRUCTION SERVICES AMOUNT}

Architect/Engineer . . . . . {ENTER PROJECT A/E FIRM NAME}

Reviewed and Approved on . . . . . {DATE} *Date* By: {A/E SIGNATURE} *Signature of A/E*

**OFPC CONTRACTS MANAGER:** Reviewed and Approved on . . . . . {DATE} *Date* By: {OFPC CONTRACT MANAGER INITIALS} *Contracts Manager Initials*

Example

# ATTACHMENT B – OFPC APPLICATION FOR PAYMENT
# (CM/DB FORMAT)

## THE UNIVERSITY OF TEXAS SYSTEM - OFFICE OF FACILITIES PLANNING & CONSTRUCTION
### APPLICATION FOR PAYMENT - CONSTRUCTION MANAGER AT RISK

APPLICATION FOR PARTIAL PAYMENT No. (ENTER No.) OFPC PROJECT No. (ENTER No.)

FOR THE PERIOD: (ENTER BEGINNING DATE) TO: (ENTER ENDING DATE) INCLUSIVE.

NAME OF PROJECT: (ENTER PROJECT NAME)

CM-R NAME & ADDRESS: (ENTER CM-R NAME & ADDRESS)

**TO BE COMPLETED BY THE CONSTRUCTION MANAGER AT RISK**

| | | PRE-CONSTRUCTION SERVICES | + | CONSTRUCTION SERVICES (GMP) | = | TOTAL CONTRACT AMOUNT |
|---|---|---|---|---|---|---|
| 1 | Original Contract Amount: | $ 0 | | $ 0 | | $ 0 |
| 2 | Approved Change Order Extras: | $ 0 | | $ 0 | | $ 0 |
| 3 | Accepted Change Order Deductions: | $ 0 | | $ 0 | | $ 0 |
| 4 | Current Contract Amount: | $ 0 | | $ 0 | | $ 0 |
| 5 | Total Completed To Date: | $ 0 | | $ 0 | | $ 0 |
| 6 | Less Total Retainage Held To Date: | N/A | | $ 0 | | $ 0 |
| 7 | Total Net Earned Amount: | $ 0 | | $ 0 | | $ 0 |
| 8 | Less Previous Payments: | $ 0 | | $ 0 | | $ 0 |
| 9 | ***Current Payment Due For Each Part:*** | $ ***0*** | | $ ***0*** | | $ ***0*** |
| 10 | Balance To Finish, Including Retainage: *(line 4 less line 7)* | $ 0 | | $ 0 | | $ 0 |

**AFFIDAVIT**

**Insurance:** I, agent for the Construction Manager-at-Risk, do hereby certify that all insurances as required by law, and by the specifications, are in full force and effect as of this date.

**Claims & Liability:** I, agent for the Construction Manager-at-Risk, do furthermore certify that all current invoices and obligations have been paid in full, and there are no claims or liabilities against this contract.

_____
*Signature of CM-R*

**STATE OF TEXAS**
**COUNTY OF** _____

(STAMP SEAL BELOW)

Personally before me, the undersigned authority, this day appeare _____ who being by me duly sworn, on his oath says that the account hereto attached, in the amount o _____ in favor of _____ and against THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM is, within the knowledge of affiant, just true and correct: that it is due and that all just and lawful offsets, payments, and credits have been allowed.

Sworn to and subscribed before me, _____ this _____ day of _____, 20 _____.
*Signature of CM-R*

Notary Public _____ _____ County, Texas
*Signature of Notary*

**PRE-CONSTRUCTION SERVICES : TO BE COMPLETED BY THE OFPC PROJECT MANAGER**

Current Payment For Pre-Construction Services . . . . . $ _____

Reviewed and Approved on . . . . . _____ By: _____
*Date* *Signature of OFPC PM*

**CONSTRUCTION SERVICES : TO BE COMPLETED BY THE OFPC CONSTRUCTION INSPECTOR (OR RCM)**

CM-at-Risk has submitted an updated Project Schedule: ☐Yes ☐No CM-at-Risk has updated the Record Drawings: ☐Yes ☐No

This Pay Application includes a current Release of Retainage: ☐Yes ☐No if "Yes", CM-at-Risk has included a "Consent of Surety": ☐Yes ☐No

Current Payment For Construction Services . . . . . $ _____

Inspected and Approved on . . . . . _____ By: _____
*Date* *Signature of OFPC CI/RCM*

**CONSTRUCTION SERVICES CERTIFICATE: TO BE COMPLETED BY THE PROJECT ARCHITECT/ENGINEER**

TO THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, AUSTIN, TEXAS

This is to certify that _____, Construction Manager-at-Risk

for the Project . . . . . _____ . . . . . is entitled to payment

for Construction Services of this Certificate in the amount of . . . . . $ _____

Architect/Engineer . . . . . _____

Reviewed and Approved on . . . . . _____ By: _____
*Date* *Signature of A/E*

**OFPC CONTRACTS MANAGER:** Reviewed and Approved on . . . . . _____ By: _____
*Date* *Contracts Manager Initials*

Example

| The U.T. System Schedule of Values - Contractor's Estimate Continuation Sheet (CSP) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| University of Texas System Project Number | | | OFPC Contract Number: | | | | | | |
| University of Texas System Project Name | | | Project Address: | | | | | | |
| General Contractor | | | Application For Payment Number: | | | | | | |
| Date Prepared | | | Application Period: | | To | | | | |
| A | B | C * | D | E | F | G | H | I | J |
| CSI Section | CSI Description of Work / Subcontractor Name / Specification Section | Detailed Breakdown of Contract Line Items | Total Amount Previously Requested & Percent | | Current Application: This Period Amount & Percent | | Current Application: Total Amount Completed To Date & Percent | | Retainage (5%) |
| Column Equations | | | H ' | I ' | | F / C | D + F | H / C | H X 5% |
| | Division 1 - General Conditions & Requirements | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | **Contractor Provided Owner Equipment / Furniture** | | | | | | | | |
| | Temporary Field Office(s) | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Weekly Janitorial Services | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Furnishings | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Digital Copier | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Multifunctional Printer/Scanner/Fax | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Telephone System & Monthly Service | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | DSL Internet Connection & Monthly Service | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division 2 - Sitework | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division 3 - Concrete | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division 4 - Masonry | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division 5 - Metals | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division 6 - Woods & Plastics | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division 7 - Thermal & Moisture Protection | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division 8 - Doors & Windows | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division 9 - Finishes | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division 10 - Specialties | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division 11 - Equipment | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division 12 - Furnishings | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division13 - Special Construction | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division14 - Conveying Systems | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division 15 - Mechanical | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| | Division 16 - Electrical | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| Cost of Work Subtotal | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| Owner Construction Contingency | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| Owner's Cash Allowance (If Applicable) | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |
| Contract Total | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - |

Example

# ATTACHMENT D – OFPC STANDARD SCHEDULE OF VALUES (CM/DB FORMAT)

**The U.T. System Schedule of Values - Contractor's Estimate Continuation Sheet (8 1/2" x 11" Sheet ONLY)**

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| OFPC Project No.: | | | | | | | Project Address: | | | | | | | | |
| OFPC Project Name: | | | | | | | Application For Payment Number: | | | | | | | | |
| Costruction Manager Name: | | | | | | | Application Period: From | | | | To | | | | |
| A | B | C | | D | E | F | G | H | I | J | K | L | M | N | |
| Spec. Section / Bid Package | Description of Work / Subcontractor / Supplier / Vendor / Specification Section | Initial Proposed Line Item Values | Additional Services / GMP Change Order Values | Actual Subcontract Amount at Buyout | Delta (Proposed to Actual) | Subcontract, Purchase Order or Vendor No. | Detailed Breakdown of Contract Line Items | Total Amount Previously Requested & Percent | | Current Application | | | | Retainage (5%) | |
| | | | | | | | | | | Total Amount This Period & Percent | | Total Amount Completed To Date & Percent | | | |
| | Column Equations | | | C' | C - D | | D' | L' | H / G | L - H | J / G | H + J | L / G | L x 5% | |
| **Pre-Construction Services** | | | | | | | | | | | | | | | |
| | Programming (20% If Applicable) | $ - | $ - | $ - | $ - | N/A | $ - | $ - | 0% | $ - | 0% | $ - | 0% | N/A | |
| | Schematic Design (20%) | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | | |
| | Design Development (20%) | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | | |
| | GMP Development (10%) | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | | |
| | Construction Documents (20%) | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | | |
| | Bidding/Proposals (10%) | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | | |
| | Additional Services | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | | |
| **Pre-Construction Services Subtotal** | | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | | |
| | | | | | | | | | | | | | | | |
| **Construction Services** | | | | | | | | | | | | | | | |
| | **General Conditions** | | | | | | | | | | | | | | |
| | **On-Site Project Management Staff** | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| | **Bonds and Insurance** | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| | **Temporary Project Utilities** | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| | **Field Offices & Office Supplies** | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| | **General Conditions Subtotal** | $ - | $ - | $ - | $ - | N/A | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| | | | | | | | | | | | | | | | |
| | **Cost of the Work** | | | | | | | | | | | | | | |
| 02 | Sitework | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 03 | Concrete | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 04 | Masonry | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 05 | Metals | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 06 | Woods & Plastics | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 07 | Thermal & Moisture Protection | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 08 | Doors & Windows | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 09 | Finishes | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 10 | Specialties | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 11 | Equipment | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 12 | Furnishings | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 13 | Special Construction | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 14 | Conveying Systems | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 15 | Mechanical | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| 16 | Electrical | $ - | $ - | $ - | $ - | | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| **Cost of Work Subtotal** | | $ - | $ - | $ - | $ - | N/A | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| | | | | | | | | | | | | | | | |
| | Construction Manager's Contingency | $ - | $ - | $ - | $ - | N/A | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| | Construction Phase Fee | $ - | $ - | $ - | $ - | N/A | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| | Owner's Special Cash Allowance | $ - | $ - | $ - | $ - | N/A | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| | Owner's Construction Contingency | $ - | $ - | $ - | $ - | N/A | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| **Construction Services (GMP) Subtotal** | | $ - | $ - | $ - | $ - | N/A | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |
| | | | | | | | | | | | | | | | |
| **Contract Total** | | $ - | $ - | $ - | $ - | N/A | $ - | $ - | 0% | $ - | 0% | $ - | 0% | $ - | |

Example

REVISION LOG

The following is provided for convenience to the Owner, Architect/Engineer and Contractor to track changes between annual document issuances and is not to be considered by any party to be contractual or 100% complete.

| **Date** | **Paragraph Revised** | |
|---|---|---|
| 09/01/08 | 2.5.3.4 – Added… (unless approved by the Owner). | |
| 09/01/08 | Replaced RCM with Owner's Designated Representative (ODR) throughout document to align with Uniform General Conditions | |
| 09/01/08 | 2.5.8.1 - Added section… Regardless of the work or method of accepting proposals, all CM/DB self-performance proposals shall be: | |
| 03/02/09 | 1.4.3. - Added sentence… All subcontractor procurement strategies, procedures and documents issued by the Contractor shall comply with, and enforce the Project Safety, Project Insurance and UT System Historically Underutilized Business requirements referenced above. | |
| 3/1/11 | Clarified competitive pricing requirements (section 1.4.3.3.2); relocated PROCUREMENT OF SUBCONTRACTS section; miscellaneous minor revisions. | |
| 9-13-12 | Added Art. 1.7.3.2 and Art. 1.4.12.3.9 regarding requirements for Subcontractor Change Order Pricing Proposal Summary Sheet. | MGM |
| 9-13-12 | Added "Attachment E" Subcontractor Change Order Pricing Proposal Form. | MGM |
| 4/15/14 | Removed the text previously added in Art. 1.7.3.2 and 1.4.12.3.9, and "Attachment E" Subcontractor Change Order Pricing Proposal Form (available in the eManual). | pac |
| 12/18/15 | Added language for compliance with SB 1081. | |
| 12/12/16 | Added the revision activity noted above (dates 9/13/12 and 4/15/14), which was previously omitted from this log. | pac |
| 4/27/17 | Inserted article 2.4.4 – electronic submittal of pay apps. | |
| 9/13/18 | 3.2 – Removed "Monthly" frequency of schedule update and reporting to allow frequency to be determined on a project-to-project basis as determined by Owner/ODR. Similar edits made in 3.2.1, 3.2.2, 3.2.3, and 3.2.4. Made specific reference to CPM in 3.2.4.<br>Deleted 3.2.7 in its entirety. | |

## SECTION 01 32 00 - PROJECT PLANNING AND SCHEDULING

## PART 1 - GENERAL

1.1. DEFINITIONS

1.1.1 The term “Baseline Schedule,” as used throughout the contract documents, shall refer to a fixed projection of the project schedule. It is the standard by which project performance is measured.

1.1.2 The term “Calendar Day,” as used throughout the contract documents, is any day of the week, including weekends and holidays.

1.1.3 The term “Construction Schedule” (a.k.a. Work Progress Schedule as defined by the UGC), as used throughout the contract documents, shall refer to the schedule for the construction phase of the Project as developed, monitored and maintained, by the Contractor’s Scheduler, and as used by the Project Team during Pre-Construction and/or Construction Services.

1.1.4 The term “Critical Path,” as used throughout the contract documents, shall refer to the sequence of activities that determines the longest duration for the Project when the Longest Path has zero or less Total Float, the Longest Path becomes the Critical Path.

1.1.5 The term “Critical Path Method” (CPM), as used throughout the contract documents, is a technique used to predict project duration by analyzing which sequence of activities has the least amount of scheduling flexibility. Early dates are figured by a forward pass using a specific start date and late dates are figured by using a backward pass starting from a completion date. Most scheduling programs (e.g., Microsoft Project, Primavera) automatically calculate the Longest Path using the CPM to identify critical activities.

1.1.6 The term “Data Date,” as used throughout the contract documents, shall refer to the day after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."

1.1.7 The term “Detailed Schedule,” as used throughout the contract documents, shall refer to a schedule with small-scale, well-defined activities that are typically less than 30 calendar days in length.

1.1.8 The term “Fragnet,” as used throughout the contract documents, shall refer to a copy of the Construction Schedule (or portion thereof) used to conduct an analysis of proposed changes or revisions to the Construction Schedule.

1.1.9 The term “Free Float,” as used throughout the contract documents, is the time by which an activity may be delayed or extended without affecting the start of any succeeding activity. Note: Free float can never be negative.

1.1.10 The term "Longest Path," as used throughout the contract documents, shall refer to the sequence of interdependent activities that aggregate to determine the minimum duration of a project.

1.1.11 The term "Milestone Schedule," as used throughout the contract documents, shall refer to a schedule with specific non-duration related activities, work packages, stages, or phases, typically marked by a high level event such as an approval, execution of a contract, Notice to Proceed, issuance of a set of documents, completion of work, etc.

1.1.12 The term "Precedence Diagramming Method" (PDM), as used throughout the contract documents, shall refer to the relationship between activities by linking sequences with precedence relationships in the development of the Construction Schedule.

1.1.13 The Term "Project" means all activities necessary for the realization of the Work. This includes design, contract award(s), execution of the Work itself, and fulfillment of all contract and warranty obligations.

1.1.14 The term "Project Team," as used throughout the contract documents, shall refer to the Owner, Architect, Design Consultants, User, Contractor and Subcontractors (as applicable) that are contracted and/or specifically assigned to the Project.

1.1.15 The term "Total Float," as used throughout the contract documents, shall refer to the time by which an activity may be delayed or extended without affecting the total project duration or violating a target finish date (i.e. Substantial Completion Date).

Negative Total Float indicates that the Project is late, while Positive Total Float is the property of the Project and does not belong to any one party (Refer to the UGC).

1.1.16 For the term "Weather Day" – refer to Attachment "C" to the Owner's Special Conditions.

1.1.17 The term "Work Day," as used throughout the contract documents, shall refer to a day in which a minimum of 8 hours of work is planned, excluding weekends and holidays.

1.2. PURPOSE

1.2.1 **Time is an essential part of this contract. Therefore, the timely and successful completion of the Work requires careful planning and scheduling of all activities inherent in the completion of the Project.**

1.2.2 **Acceptance of the Construction Schedule, or any subsequent update thereof by the Owner, is for format and extent of detail of the Construction Schedule only. Such "Acceptance" does not indicate approval of the Contractor's means or methods, or of any change to the contract terms including without limitation any required contract Milestones.**

1.2.3 The Construction Schedule shall be developed to allow for a minimum amount of Total Float for the Project during Pre-Construction and/or Construction Services, and shall be formatted in a manner that facilitates reporting of progress and trends, identification of risks and opportunities, projecting upcoming activities, and forecasting of project milestones.

1.2.4 The Owner must be able to reasonably rely on the Contractor's Construction Schedule for projected activity dates in order to make accurate commitments to design professionals, contractors, vendors, user group(s), campus administration and other parties as necessary.

1.2.5 This specification applies to all project delivery methods regardless of contract type. For Projects with multi-phase delivery, the requirements within shall pertain to each.

1.2.6 All references to Pre-Construction Services in this specification shall apply to all contract types other than Competitive Sealed Proposals (CSP).

1.3. RELATED DOCUMENTS

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

1.3.1.1. Uniform General Conditions for University of Texas System Building Construction Contracts (UGC)

1.3.1.2. Owner's Special Conditions

1.3.1.3. Section 01 31 00 - Project Administration

1.3.1.4. Section 01 35 23 - Project Safety Requirements

1.3.1.5. Section 01 45 00 - Project Quality Control

1.3.1.6. Section 01 77 00 - Project Closeout Procedures

1.3.1.7. Section 01 91 00 – Project Commissioning

1.4. CONTRACTOR RESPONSIBILITY

1.4.1. The Contractor is responsible for planning, management, coordination, and scheduling of all activities from a Notice to Proceed for Construction to Final Completion of the Project within the time allotted by the Agreement.

1.4.2. The Contractor is responsible for keeping the Owner and the Project Team fully informed of schedule status and upcoming activities throughout the Project via the Construction Schedule.

1.4.3. The Contractor is solely responsible for scheduling and statusing of all activities related to Pre-Construction, procurement of materials and subcontractors, construction, testing, inspection, commissioning, and Project turn-over to the Owner.

1.4.4. The Contractor shall provide adequate, reasonable, and detailed project planning throughout all aspects of its work to ensure completion of all activities within the Contract Time.

1.4.5. The Contractor's Pre-Construction and Construction project management personnel shall actively participate in the planning and development of the Construction Schedule and shall be prepared to review such development and progress with the Owner, Architect, and any other members of the Project Team so that the planned sequences and procedures are clearly understood by all parties.

1.4.6. The Contractor shall plan for appropriate activity durations to allow for thorough review, procurement, submittal, installation, inspection, testing, and commissioning, of all work and/or systems in order to confirm contract compliance, including work relying on Owner participation or coordination.

1.4.7. The Contractor shall include in the schedule any activities required by local, municipal, county, state, or federal authorities having jurisdiction over the project including, but not limited to, durations for permits, easements, and utility connections.

## PART 2 – PRODUCTS

### 2.1 QUALIFICATIONS OF THE CONTRACTOR'S SCHEDULER

2.1.1 The Contractor shall assign a Scheduler who shall be responsible for the Construction Schedule throughout Pre-Construction and Construction Services.

2.1.2 The Contractor's Scheduler shall have at least an undergraduate degree in a construction related field, and continuous experience on similar size and type of project(s) within the past five (5) years including at least two (2) years with the current specified scheduling software.

2.1.3 In lieu of a degree, the Contractor's Scheduler may have at least five (5) years continuous experience on similar size and type of project(s) with the current specified scheduling software.

2.1.4 The Contractor's Scheduler shall be an integral part of the Project Team during Pre-Construction Services and on-site full time for Construction Services until at least Substantial Completion of the work. The Contractor's Scheduler may have additional responsibilities such as Senior Project Manager, Project Manager, Superintendent, Assistant Project Manager, Assistant Superintendent, or Project Engineer.

2.1.5 If the Contractor's Scheduler is outsourced, the Contractor shall assign an on-site contact for all Construction Schedule related issues.

2.1.6 All Contractor personnel involved in the preparation, updating and reporting of the Construction Schedule shall possess adequate construction scheduling knowledge related to the Project, Critical Path Method (CPM) scheduling, as well as a general understanding of the specified software.

## 2.2 REQUIRED SCHEDULING SOFTWARE

2.2.1 The Construction Schedule shall be developed and maintained by the Contractor's Scheduler using Oracle Primavera P6 software.

Website: www.Oracle.com

## 2.3 NAMING THE CONSTRUCTION SCHEDULE

2.3.1 The Contractor's Scheduler shall title the Project Baseline Schedule "*Project No.* BL *yymmdd*" (i.e., 102-081 BL 181009) once accepted by the Owner's Designated Representative.

2.3.2 Subsequent updates to the Construction Schedule shall be titled "*Project No.* UD *yymmdd*" (i.e., 102-081 UD 190125) where "yymmdd" equals the schedule update's Data Date – January 25th, 2019.

2.3.3 If at any time the Baseline Schedule is "reset" (with approval by the Owner), the title shall be titled "*Project No. BLR# yymmdd*" (i.e., the first revised baseline would be 102-081 BLR1 190325) once accepted by the Owner's Designated Representative.

## 2.4 CONSTRUCTION SCHEDULE DEVELOPMENT REQUIREMENTS

2.4.1 The Construction Schedule calendar shall be based on a five (5) day work week.

2.4.1.1 The term "Holidays", as used throughout the contract documents, shall refer to New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving (including the Friday after), Christmas Eve, Christmas Day, and New Year's Eve.

2.4.1.2 The Contractor may plan to work weekends and holidays, but the Construction Schedule shall be based on completing all work during normal work days and hours.

2.4.1.3 The Contractor shall include in the Construction Schedule any other non-work periods such as campus special events, ceremonies, and final exams referenced in the Owner's Special Conditions or as directed by the ODR.

2.4.2 The Construction Schedule shall include a Work Breakdown Structure (WBS) organized by project phase, stage, location, building, floor, area, elevation, system, etc.

| Example WBS Organization | |
|---|---|
| FP | Facilities Programming |
| SD | Schematic Design |
| DD | Design Development |
| CD | Construction Documents |
| TH | THECB Submittal |
| GM | Guaranteed Maximum Price |

| Example WBS Organization | |
|---|---|
| SP | Subcontractor Bidding / Procurement |
| SU | Submittals |
| FD | Fabricate and Delivery |
| C | Construction |
| PC | Project Close-Out |
| CX | Commissioning Activities |

2.4.3 The Construction Schedule shall assign "Responsibility Codes" (i.e., create a responsibilities directory) for every Contractor, subcontractor, supplier, fabricator, installer, design consultant, Owner, and any other party responsible for the accomplishment of an activity using the following Responsibility Codes as applicable:

| Responsibility Code & Description | |
|---|---|
| Arch | Architect / Engineer |
| AV | A/V Equipment |
| Blind | Blinds, Shades, Window Coverings |
| Carp | Carpet |
| Casf | Casework Fabricator |
| Casi | Casework Installer |
| Cocw | Concrete Formwork |
| Conf | Concrete Finishing |
| Ctil | Ceiling / Acoustical Tile |
| Door | Doors & Frames |
| Dryw | Drywall / Light Gauge Stud Installer |
| Elec | Electrical |
| Elev | Elevator |
| Falm | Fire Alarm Systems |
| Fire | Fire Protection Systems |
| Ftil | Floor Tile |
| Furn | Furnishings |
| Glas | Glass / Glazing |
| Hard | Hardware |
| Hvac | HVAC |
| Insu | Insulator |
| Irri | Irrigation |
| Labc | Laboratory Casework Fabricator |
| Labi | Laboratory Casework Installer |
| Land | Landscaping |
| Lbeq | Laboratory Equipment |
| Masn | Masonry |
| Offe | Owner's Furnishings |
| Omat | Owner's Material Testing Firm |

| Responsibility Code & Description | |
|---|---|
| OPCI | Owner Provided – Contractor Installed Equipment |
| OPOI | Owner Provided – Owner Installed Equipment |
| Otab | Owner's Test & Balance Firm |
| Ownr | Owner |
| Pntr | Paint & Wall Coverings |
| Pier | Piers / Piles / Caissons |
| Plas | Plaster / EIFS |
| Plum | Plumber |
| Rebf | Reinforcing Steel Fabricator |
| Rebi | Reinforcing Steel Installer |
| Roof | Roofing |
| Seal | Sealants |
| Sign | Signs |
| Site | Sitework |
| Stee | Steel Erector |
| Stef | Steel Fabricator |
| Mstf | Miscellaneous Steel Fabricator |
| Msti | Miscellaneous Steel Installer |
| Site | Site Utilities |
| Tele | Telephone / Communication Systems |
| Terz | Terrazzo |
| Toia | Toilet Accessories |
| Toip | Toilet Partitions |
| Watp | Waterproofing / Dampproofing |
| Wodf | Wood Flooring |
| Wods | Wood Framer & Supplier |

2.4.3.1 The Contractor's Scheduler shall use additional Responsibility Codes as applicable.

2.4.3.2 If a subcontractor(s) has been procured, the Contractor may substitute the associated Responsibility Code above with a different code identifying the name of the subcontractor.

2.4.3.3 The Contractor's Scheduler may use additional Secondary Activity and Responsibility Codes as necessary for monitoring, statusing, and reporting the Construction Schedule.

2.4.4 The Contractor's Scheduler shall assign a unique "Activity Identification" (Activity ID) and "Activity Description" to every activity, and they shall be meaningful, easily understood by the Project Team, similar to like activities at differing locations, and as shown on the Contractor's Schedule of Values.

2.4.4.1 Activity Descriptions shall start with a verb to indicate what is to be done and end with a location (Example: Install Metal Studs - 3rd floor Bldg B).

2.4.4.2 A "Milestone" Activity shall refer to any major event or phase, or any other important point in the Project, including the following Activities as applicable:

| Milestone Activity ID & Description | |
|---|---|
| PC1 | NTP for Pre-Construction Services |
| SD1 | Start Schematic Design |
| SD2 | Submit for Owner Review |
| SD3 | Joint Review for Owner Comments |
| SD4 | Approve Schematic Design |
| BR1 | FPCC & BOR Submission |
| BR2 | FPCC & BOR Approval |
| DD1 | Start Design Development |
| DD2 | Submit for Owner Review |
| DD3 | Joint Review for Owner Comments |
| DD4 | Approve Design Development |
| TH1 | Construction Application Submittal |
| TH2 | Construction Application Approval |
| GM1 | Submit GMP |
| GM2 | Approve GMP |
| CD1 | Start Construction Documents |
| CD2 | Submit for Owner Review |
| CD3 | Joint Review for Owner Comments |
| CD4 | Approve Construction Documents |
| | |
| C1 | NTP for Construction Services |
| C2 | Partnering/Pre-construction Conference |
| C3 | Establish Site Controls /Mobilize |

| Milestone Activity ID & Description | |
|---|---|
| C4 | Start Demolition |
| C5 | Complete Primary Foundations |
| C6 | Structural Top-Out |
| C7 | Start New Framing |
| C8 | Start MEP Rough-In |
| C9 | Building Dry-In |
| C10 | Start Mockups |
| C11 | Start Finishes |
| C12 | Permanent Power |
| C13 | Energize Equipment |
| C14 | Conditioned Air |
| CX1 | Commissioning Kickoff Meeting |
| CX2 | Building Automation System Submittal Approval |
| CX3 | Control Sequence of Operation Coordination Meeting |
| CX4 | Ethernet Connectivity |
| CX5 | Building Envelope Testing & Verification Documents |
| CX6 | Major HVAC System Startup |
| CX7 | System Specific TAB Activities |
| CX8 | Integrated System Tests |
| CX9 | Entire Facility Integration Tests |
| C15 | Start Above Ceiling Inspections |
| C16 | Start Pre-Final Inspections |
| C17 | Start Final Inspections |
| C18 | Substantial Completion |

2.4.4.3 A "Detailed" Activity shall refer to a singular work event in the Project.

2.4.4.4 A "Summary" Activity shall refer to a grouping (or a summary) of Milestone and/or Detailed activities in the Construction Schedule.

2.4.5 The Construction Schedule shall include all construction procurement "Administration" activities associated with the submittal, fabrication and delivery of work as applicable. The schedule shall, at a minimum, include procurement activities for materials and equipment that may have significant fabrication and delivery lead times. This does not preclude the requirement for the Contractor to maintain a separate detailed submittal tracking log.

2.4.6 A minimum of 15 calendar days total shall be allotted to the A/E and ODR for each submittal review unless otherwise approved by the ODR.

2.4.7 The Construction Schedule shall include all detailed commissioning related activities as listed in Part 3 of Specification Section 01 91 00, General Commissioning Requirements, as applicable.

2.4.8 The Construction Schedule shall include activities for any anticipated local, municipal, county, state, or federal requirements for utilities connections, easements, vacations, upgrades, replacements, extensions, and/or permits.

## 2.5 PROJECT SCHEDULING REQUIREMENTS

2.5.1 The Contractor's Scheduler shall use the Critical Path Method (CPM) as the scheduling technique in the development of the Construction Schedule.

2.5.1.1 "Retained Logic" is the required scheduling mode when scheduling progressed activities. The "Retained Logic" scheduling mode requires that the remaining duration of a progressed activity not be scheduled until all of its predecessors are completed. The Contractor's Scheduler shall not use the "Progress Override" mode option in developing or updating the Construction Schedule.

2.5.1.2 Appropriate activity predecessor and successor logic relationships must be in place. With the exception of the first and last activity in the schedule, every activity shall have at least one predecessor and one successor activity.

2.5.1.3 Other than the first and last activity, the construction schedule shall be free of any mandatory date constraints unless approved by the ODR.

2.5.1.4 The use of a "Must Finish By" constraint on the overall Project is required. The "Must Finish By" constraint is placed at the project level and not at the activity level.

2.5.2 Estimated construction Activity Durations shall be stated in work days (i.e. Monday through Friday).

2.5.2.1 The maximum duration for any Detailed Activity shall be thirty (30) work days.

2.5.2.2 The minimum durations for any Owner Inspection activity (i.e. concealed space, above ceiling, substantial and final completion) shall be at least three (3) work days per inspection and re-inspection, per work area.

2.5.3 Estimated remaining Activity Durations shall be stated in work days, as of the Data Date of every Construction Schedule update.

2.5.4 Administrative activities, including material and equipment procurement lead times, may have durations longer than thirty (30) work days.

2.6 CONSTRUCTION SCHEDULE ANALYSIS REQUIREMENTS

2.6.1 The Contractor's Scheduler shall use the Critical Path Method (CPM) technique to determine the overall Project duration through the analysis of the durations of each of the activities, their schedule dependencies, and their resultant float.

2.6.2 In accordance with the UGC, the Project Schedule shall include at least **10%** Total Float from the effective date of Notice to Proceed for Construction Services to the Substantial Completion Date.

2.6.2.1 If the Project warrants the planning of work to occur on Saturday and/or Sunday, the respective days shall be used in the calculation of the Total Float requirements. (i.e., Normal 5 day work week x 10% = 0.5 days of Total Float required, while an Accelerated 6 day work week x 10% = 0.6 days of Total Float required.)

2.6.2.2 The 10% minimum Total Float requirement for construction services shall be in addition to the anticipated weather days specified in Attachment "C" in the Owner's Special Conditions.

2.6.2.3 The 10% minimum Total Float requirement for construction services shall not be represented as a single activity, but rather the resultant of the relationship between the early and late finish dates or early and late start dates of each Activity on the schedule's Longest Path.

2.6.2.4 Per the Uniform General Conditions (UGC), float time contained in the CPM schedule is not for the exclusive benefit of the Contractor or the Owner, but belongs to the Project and may be consumed by either party as needed on a first-used basis. The use of project Total Float shall be documented in the "Executive Summary Report" (see Attachment A) and agreed upon by the Project Team.

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2.7 COORDINATION WITH OTHER DOCUMENTS AND WORK

2.7.1 The Construction Schedule shall be coordinated with the Contractor's Submittal Schedule and Schedule of Values, as required by the UGC and Specification Section

01 31 00. (i.e., the Work Breakdown Structure shall be arranged, numbered, and described consistently across the various documents.)

2.7.2 Cost and/or resource loading of the Construction Schedule is allowed. If the Contractor elects to cost-load the Construction Schedule, the Contractor shall provide a separate Schedule of Values in the format required by Specification Section 01 31 00 - Project Administration.

## PART 3 – EXECUTION

### 3.1 PLANNING AND SCHEDULING WORKSHOP

3.1.1 Within fifteen (15) calendar days after a Notice to Proceed, the Contractor shall conduct a Planning and Scheduling Workshop with at least the Contractor's Scheduler, Project Manager, Superintendent, the Owner, the Architect, User representatives, and any available Subcontractors prior to submitting the Construction Schedule to the Owner.

3.1.1.1 The Contractor's Scheduler shall schedule and coordinate the workshop with the Owner's Designated Representative at least ten (10) calendar days prior to the Planning and Scheduling Workshop.

3.1.1.2 The Contractor's Scheduler shall submit a complete draft Construction Schedule to the Owner's Designated Representative at least five (5) calendar days prior to the Planning and Scheduling Workshop.

3.1.1.3 The Contractor's Scheduler shall review the draft Construction Schedule with the Project Team, including a verbal description of the logic and sequencing of activities, method for determining estimated activity durations and corresponding resources required, and any activities involving Owner participation and/or approval.

3.1.2 For CM and DB projects, at least two (2) Planning and Scheduling Workshops shall be scheduled; the first shall be within fifteen (15) calendar days after a Notice to Proceed Pre-Construction Services and the second at within fifteen (15) calendar days after a Notice to Proceed Construction Services for each "major" GMP executed.

The purpose of the pre-construction conference shall result in approval of the baseline for pre-construction.

3.1.3 Attendance at the Planning and Scheduling Workshop and acceptance of the Baseline Construction Schedule is a condition precedent to the Contractor submitting initial and any subsequent progress payments.

3.2 CONSTRUCTION PHASE BASELINE SCHEDULE SUBMITTAL

3.2.1 The Baseline Construction Schedule shall be submitted to the Owner with the required Total Float and a current Data Date (less than or equal to five (5) work days) as prescribed by the UGC (or as accepted by the Owner in the Project Planning and Scheduling Workshop).

3.2.1.1 The Contractor is responsible for submitting the Baseline Construction Schedule within the prescribed time regardless of when Subcontractors are procured and brought on to the project.

3.2.1.2 For contract types other than Competitively Sealed Proposals (CSP), the Construction Schedule may include Milestone and/or Summary Activities for the remaining work that has not been approved in an executed GMP Proposal for Construction Services.

3.2.1.3 Once the "full" scope of the Project has been approved (i.e., the last Stage GMP Change Order has been executed), the Contractor's Scheduler shall coordinate with the Owner's Designated Representative to "reset" the Baseline Construction Schedule.

3.2.1.4 The minimum 10% Total Float (or as amended by the Owner's Special Conditions) shall remain in the Construction Schedule from the Notice to Proceed for Construction Services until the Baseline Schedule is accepted by the Owner, regardless of any delays incurred by the Project without affecting the Substantial Completion Date.

3.2.1.5 No activity shall have a Total Float amount greater than the minimum Total Float identified by the Longest Path plus forty-five (45) days.

3.2.1.6 The Owner reserves the right to withhold any and all payments related to the Construction Schedule and/or General Conditions if a Baseline Construction Schedule is not submitted, or is not acceptable to the Owner. If the parties cannot agree on a Baseline Schedule, the Owner may deduct any monies related to Project Scheduling, and/or costs associated with schedule recovery.

3.2.1.7 If the Baseline Construction Schedule has not been accepted by the Owner, each successive baseline submittal shall be updated to status the current progress of the work until it is accepted by the Owner.

3.2.1.8 A Baseline Construction Schedule that does not have at least the minimum amount of Total Float at submission shall result in the Contractor forfeiting all claims to Construction Schedule extensions and/or delays as a result of contract changes and/or excusable delays as described in the UGC.

3.2.2 The Contractor's Scheduler shall submit two (2) electronic Primavera P6 backup files (.xer), two (2) electronic Adobe PDF files, and two (2) paper copies of the following Baseline Construction Schedule reports to the Owner's Designated Representative:

3.2.2.1 Graphic Time-Scaled Report (Gantt Chart): A graphic time-scaled view including all activities, Percent Complete, Start and Finish dates, estimated durations, and Total Float. Organize activities by Work Breakdown Structure (WBS) and sort by activity Start Date.

3.2.2.2 Longest Path Time-Scaled Report (Gantt Chart): A graphic time-scaled view of Detailed Activities on the Longest Path from the Data Date to Contract Completion. Organize activities by Work Breakdown Structure (WBS) and sort by activity Start Date.

3.2.2.3 Owner Activity Time-Scaled Report (Gantt Chart): A graphic time-scaled view of Detailed Owner Activities from the Data Date to Contract Substantial Completion. Organize activities by Work Breakdown Structure (WBS) and sort by activity Start Date.

3.2.2.4 Milestone Activity Report: A listing of every Milestone Activity organized by Work Breakdown Structure (WBS) and sorted by Milestone Start Date.

3.2.2.5 Detailed Activity Report: A listing of every Detailed Activity sorted by activity Start Date.

3.2.2.6 CPM Logic Report: A listing of every detailed activity identifying every Predecessor and Successor activity sorted by Activity ID.

3.2.3 Once the initial Construction Schedule has been accepted, it shall be referred to as the Baseline Construction Schedule, and shall be used for all future Construction Schedule updates and reports as "Project Baseline."

3.2.3.1 For all project delivery methods other than Competitively Sealed Proposals (CSP), the Construction Schedule may include Milestone and Summary activities until thirty (30) days prior to the submittal of a Guaranteed Maximum Price (GMP) Proposal for Construction Services, but shall include Detailed Activities for at least the first ninety (90) days of Construction Services when submitted with the GMP Proposal.

## 3.3 UPDATING THE CONSTRUCTION SCHEDULE

3.3.1 Once the Baseline Construction Schedule has been accepted, the Contractor's Scheduler shall update the Construction Schedule for Pre-Construction and Construction Services at least once a month and submit reports at least five (5) work days prior to any application for payment.

3.3.1.1 Construction Schedule updates shall be based on actual work progress, current logic and remaining durations.

3.3.1.2 The Contractor shall maintain throughout the duration of construction a Total Float value on the Longest Path of not less than 10% of the remaining schedule duration unless approved by the ODR. Use of Total Float shall be documented in the end-of-month schedule update and associated "Executive Summary Report" (see Attachment A) and agreed upon by the Project Team.

3.3.1.3 The Contractor shall transmit to the Owner and ODR an electronic copy of the Final As-built schedule (PDF and Primavera XER Backup files) at Substantial Completion.

## 3.4 CONSTRUCTION SCHEDULE REPORTS

3.4.1 The Data Date for all Construction Schedule Update Reports shall be current within five (5) work days of submission to the Owner's Designated Representative.

3.4.2 The Contractor's Scheduler shall submit two (2) electronic Primavera P6 backup files (.xer), two (2) electronic Adobe PDF files, and two (2) paper copies of the following construction schedule reports to the Owner's Designated Representative:

3.4.2.1 Executive Summary Report: A narrative report developed, monitored and updated by the Contractor's Scheduler for each schedule submission that includes:

3.4.2.1.1 A Total Float Usage Log that identifies the number of days lost / gained each month, including an explanation of each event.

3.4.2.1.2 An Adverse Weather Day Summary comparing the anticipated weather days to the actual weather days.

3.4.2.1.3 A description of the progress of the Detailed Activities on the Longest Path Bar Chart

3.4.2.1.4 A description of current and anticipated problems and/or delaying factors and their possible impact

3.4.2.1.5 An explanation of any and all changes to the CPM logic, including constraints, durations, and relationships

Refer to Attachment A to this specification for an example Executive Summary Report.

3.4.2.2 Graphic Time-Scaled Report (Gantt Chart): A graphic time-scaled view including all activities, Percent Complete, Start and Finish dates, estimated durations, and Total Float. Organize activities by Work Breakdown Structure

(WBS) and sort by activity Start Date. Include a comparison to the accepted Baseline Construction Schedule.

3.4.2.3 Longest Path Bar Chart: A graphic time-scaled view of on-going and future Detailed Activities on the Longest Path from the Data Date to the contract Substantial Completion Date.
Level 1 Filter is "Longest Path = Yes"
Level 2 Filter is "% Complete < 100"

3.4.2.4 Owner Activity Bar Chart: A graphic time-scaled view of Detailed Owner Activities from the Data Date to the Owner's established Substantial Completion Date.

3.4.2.5 Three-Month Rolling Bar Chart: A graphic time-scaled view of all Detailed Activities completed, on-going or starting one (1) month earlier and two (2) months after the Data Date.

Level 1 Filter is "Actual Finish WR DD – 20"
Level 1 Filter is "Actual Finish WR DD + 0"
Level 1 Filter is "Early Start WR DD + 0"
Level 1 Filter is "Early Start WR DD + 40"
Level 2 Filter is "Activity % Complete < 100"

3.4.2.6 The Owner at any time may request additional Construction Schedule reports.

## 3.5 FORMATTING CONSTRUCTION SCHEDULE REPORTS

3.5.1 Printed schedule reports shall be on standard 8 ½" x 11" paper unless otherwise directed by the Owner's Designated Representative.

3.5.2 Electronic copies of the Construction Schedule and associated reports shall be submitted to the ODR via e-mail or other approved method with the subject/contents clearly titled (example: 102-081 10/25/18 Schedule Update).

All electronic Construction Schedule submittals shall include copies of the Primavera P6 backup file in XER format and associated reports in Adobe PDF format.

3.5.3 Each report shall include a footer with the following information:

3.5.3.1 A "Date Block" indicating the start date, finish date, Data Date, run date, and "Must Finish By" date

3.5.3.2 A "Title Block" indicating the Owner's Project Number and Title, and the Name of the Report (i.e., Layout)

3.5.4 Refer to "Attachment B" to this specification for an example Gantt chart report layout.

## 3.6 CONSTRUCTION SCHEDULE SLIPPAGE

3.6.1 If the percent Total Float used by the project exceeds the percent of construction duration spent, or the Total Float is negative, the Contractor's schedule update shall include a Recovery Plan to make immediate revisions to the work force, work-hours, shifts, material deliveries or any other aspects of the work. The Recovery Plan shall be for review and acceptance by the Owner's Designated Representative (ODR) as part of the following schedule update (i.e., If the project has 50% of the original construction duration remaining, but has only 25% of the original Total Float remaining, the Contractor shall submit a Recovery Plan.)

3.6.2 The Contractor shall submit the Recovery Plan to the Owner's Designated Representative (ODR) as required in the UGC, clearly describing all the changes in schedule or work enacted and/or planned in order to ensure completion by the contract Substantial Completion date. The Recovery Plan shall reference the Work Progress Schedule Activity IDs included in the plan.

The Owner shall have the right to review and comment on any Recovery Plan activities that include Owner participation, or affect any Owner consultants or outside contractors.

3.6.3 Once the Owner's Designated Representative (ODR) accepts the Recovery Plan, the proposed revision shall be incorporated into the Work Progress Schedule. While the schedule is in recovery mode, the Work Progress Schedule shall be updated and submitted to the ODR on a weekly interval until the ODR determines that a full recovery of the schedule has been made.

## 3.7 CONSTRUCTION SCHEDULE CHANGES

3.7.1 If the Owner or Architect issues a Change Order Proposal, the Contractor shall submit a proposed fragnet revision for all proposed contract changes that affect the Substantial Completion Date or remaining Total Float with the Change Order Proposal pricing.

Proposed fragnet revisions shall be accompanied by a narrative listing of the affected activities including a statement of the expected overall impact of the change proposed.

## 3.8 EXCUSABLE DELAYS AND TIME EXTENSIONS

3.8.1 Excusable delays shall be administered per the UGC.

3.8.2 If an excusable delay extends the Contract Substantial Completion Date, the Owner's Designated Representative may extend the contract time by the number of excusable calendar days lost on the Construction Schedule, or take other actions as appropriate under terms of the Agreement.

Change Order Proposal pricing that does not impact the Substantial Completion Date or does not include a proposed fragnet revision prior to approval by the Owner's Designated Representative, shall not be due a time extension.

3.8.3 Once the Owner's Designated Representative accepts a time extension, and authorizes the Contractor to proceed with the contract change, the proposed revision shall be incorporated into the Construction Schedule.

END OF SECTION 01 32 00

ATTACHMENT A – EXAMPLE EXECUTIVE SUMMARY REPORT

# The University of Texas at Austin
# Example Project
# OFPC Job No. XXX-XXX

Executive Summary Report for MAR 2006
Contractor Name
As of March 25, 2006

**Schedule Overview**

| | | | |
|---|---|---|---|
| a. | Date of Notice to Proceed | 5/10/2005 | |
| b. | Current Contractual Substantial Completion Date * | 11/15/2006 | |
| c. | Duration in Calendar Days | 554 | *(b-a)* |
| d. | Duration in Work Days | 396 | *(c*5/7)* |
| e. | 10% Minimum Total Float in Baseline * | 40 | *(d*10%)* |

| | | | |
|---|---|---|---|
| f. | CPM Update Date (Data Date) | 3/25/2006 | |
| g. | Calendar Days Consumed | 319 | *(f-a)* |
| h. | Work Days Consumed | 228 | *(g*5/7)* |
| i. | % Time Consumed (From NTP through CPM Data Date | 58% | *(h/d)* |
| k. | % Time Remaining (From CPM Data Date to Current S/C Date) | 42% | *(1-i)* |
| l. | 10% Total Float Expected for Remaining Project Duration | 17 | *(k*e)* |
| m. | Actual days Total Float Remaining on CPM's Longest Path | 21 | |
| n. | Days Ahead (+)/Behind(-) based on CPM Total Float | +4 | *(m-l)* |

- ***Executed Change Orders involving time will need to be accounted for in rows (b) and (e).***

**Project Duration and Total Float**

The project Total Float increased to 21 days for this update (3/25/06). The substantial completion date remains November 15, 2006. Following issues caused changes in project Total Float.

1. **OCT 2005 (Revised Baseline Schedule)**
   a. Site Permit Delay to Start Work – Activity ID 1010 - 11 days
   b. Biggs's Heavy Duty Plumbing – Activity ID 1544 - 6 days
   c. Relocation for Overhead Utilities – Activity ID 1228 - 10 days
2. **NOV 2005 (Monthly Update)**
   a. Relocation for Overhead Utilities – Activity ID 3334 - 8 days
3. **Recovery Schedule (12/25/2005)**
   a. Recovery Plan – See Attached Plan + 24 days
4. **JAN 2006 (Monthly Update)**
   a. Weather Impact (11 Jan 06) – See Weather Day Log Attached - 1 day
   b. Approval for the Windows – Activity ID 4321 - 11 days
5. **FEB 2006 (Monthly Update)**
   a. Windows Fab & Delivery Expedition – Activity ID 1774 + 4 days
6. **MAR 2006 (Monthly Update)**
   a. No changes this month 0 days

**Weather Day Summary (Owner's Special Conditions Attachment C)**

| | 2005 MAY | 2005 JUN | 2005 JUL | 2005 AUG | 2005 SEP | 2005 OCT | 2005 NOV | 2005 DEC | 2006 JAN | 2006 FEB | 2006 MAR | 2006 APR | 2006 MAY | 2006 JUN | 2006 JUL | 2006 AUG | 2006 SEP | 2006 OCT | 2006 NOV |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Anticipated | 4 | 4 | 1 | 1 | 2 | 3 | 2 | 4 | 6 | 4 | 4 | 3 | 4 | 4 | 1 | 1 | 2 | 3 | 2 |
| Actual | 2 | 3 | 2 | 3 | 0 | 1 | 3 | 0 | 7 | 3 | 6 | | | | | | | | |
| Over | | | 1 | 2 | | | 1 | | 1 | | 2 | | | | | | | | |

**Longest Path Activities Completed or In Progress This Period**

1. Main Building (Phase 2)
   - ♦ Activity 4332 - M/S frame & exterior gypsum - Completed
   - ♦ Activity 4505 - Set FCU's and carriers – In Progress

2. Utility/Tunnel Work
   - ♦ Activity 5900 – Tunnel Overhead MEP - Completed.
   - ♦ Activity 5910 - SS Line MH #6 to ML #8 - In Progress.

**Current and Anticipated Problem, Delays and Impact**

1. The slab deflections are greater than the engineer's model. If a load test is required, this could have an impact on our schedule. After the meeting on February 1, 2006, Contractor was unofficially informed that a load test was not going to be performed. However, Contractor has not received the official report indicating this issue is resolved.
2. The issuance of construction documents for interior finishes dated 2/22/06 were received on February 24, 2006. Contractor is currently reviewing these drawings and will forward on any schedule impacts created by these drawings.
3. The brick veneer was delivered and it did not match the mockup. Our subcontractor is currently working with their suppliers to have the brick remade. Contractor continues to track this issue and will forward any schedule impacts created by this issue.

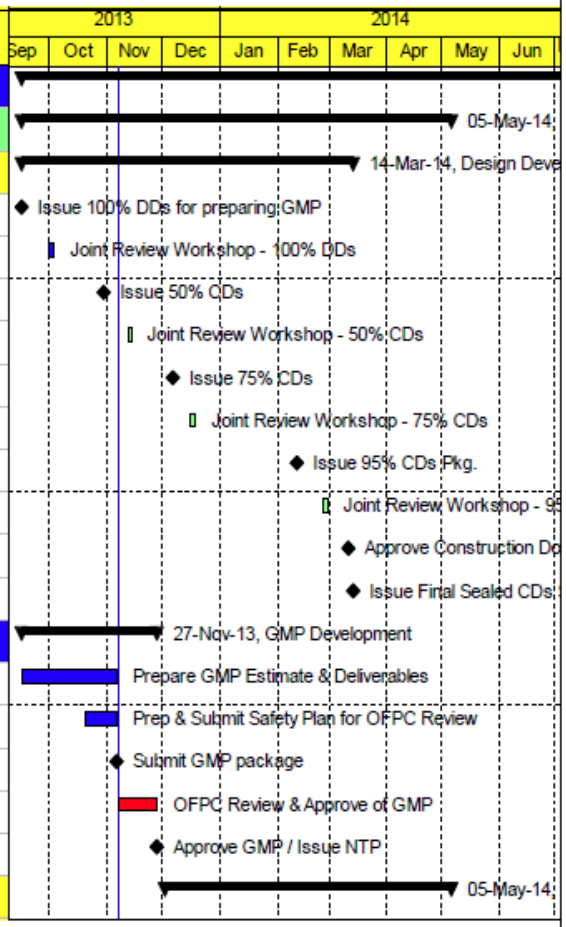
**Added, Deleted and Revised activities and Logic**

- New activities named "1st, 2nd and 3rd Owner-EXT. Finish Inspection" were added on schedule instead of the Owner-EXT. Finish Inspections of each side to reflect actual construction sequence.
- Added new activity for "Insulate Duct Work" and tied to "Frame hard ceiling" as a predecessor with FS relationship.
- Revised the activity description "Install/Insulate process pipe" to "Install process pipe".
- Set Plumbing Fixtures is tied to 2nd Side Drywall with FS relationship as a successor to reflect actual sequence.
- Deleted the FS relationship between Install Brick Veneer, Cast Stone (P1LE04001) and Install Deck & Felt @ Roof (P1LR05003) to reflect actual sequence.
- Deleted the FS relationship between Install Brick Veneer, Cast Stone (P1LE04002) and Install Wood Soffits, Gutter System (P1LE07008) to reflect actual sequence.
- Deleted the FS relationship between Owner-Roof Inspection (P1LR077500) and Install Wood Soffits, Gutter System (P1LE07009) to reflect actual sequence.
- Install Process Pipe @ Level 6 Wall is tied to Insulate Process Pipe @ Level 1 with FS as a predecessor to reflect actual construction sequence.

# ATTACHMENT B – EXAMPLE GANTT CHART LAYOUT

PROJECT# - PROJECT NAME HERE | COMPANY NAME HERE | 15-Nov-13 11:35

| Activity ID | Activity Name | OD | Activity % Complete | Start | Finish | TF | Late Finish |
|---|---|---|---|---|---|---|---|
| **01 32 00 Sample Gantt Chart Layout** | | 470 | | 16-Sep-13 A | 28-Jul-15 | 46 | 01-Oct-15 |
| **PRECONSTRUCTION / GMP:** | | 160 | | 16-Sep-13 A | 05-May-14 | 141 | 21-Nov-14 |
| Design Development | | 123 | | 16-Sep-13 A | 14-Mar-14 | 0 | 13-Mar-14 |
| DD1000 | Issue 100% DDs for preparing GMP | 0 | 100% | 16-Sep-13 A | | | |
| DD1060 | Joint Review Workshop - 100% DDs | 3 | 100% | 01-Oct-13 A | 03-Oct-13 A | | 10-Feb-14 |
| DD1010 | Issue 50% CDs | 0 | 100% | 30-Oct-13 A | | | |
| DD1050 | Joint Review Workshop - 50% CDs | 2 | 0% | 12-Nov-13* | 13-Nov-13 | 66 | 21-Feb-14 |
| DD1030 | Issue 75% CDs | 0 | 0% | 06-Dec-13* | | 52 | |
| DD1070 | Joint Review Workshop - 75% CDs | 3 | 0% | 16-Dec-13* | 18-Dec-13 | 46 | 26-Feb-14 |
| DD1080 | Issue 95% CDs Pkg. | 0 | 0% | 11-Feb-14* | | 12 | |
| DD1090 | Joint Review Workshop - 95% CDs | 3 | 0% | 25-Feb-14* | 27-Feb-14 | 2 | 03-Mar-14 |
| DD2000 | Approve Construction Documents | 0 | 0% | | 11-Mar-14 | 2 | 13-Mar-14 |
| DD3000 | Issue Final Sealed CDs Set | 0 | 0% | | 14-Mar-14* | 0 | 13-Mar-14 |
| GMP Development | | 53 | | 16-Sep-13 A | 27-Nov-13 | 46 | 07-Feb-14 |
| GM010 | Prepare GMP Estimate & Deliverables | 35 | 100% | 16-Sep-13 A | 06-Nov-13 A | | 20-Jan-14 |
| GM020 | Prep & Submit Safety Plan for OFPC Review | 10 | 100% | 21-Oct-13 A | 06-Nov-13 A | | 20-Jan-14 |
| GM1 | Submit GMP package | 0 | 100% | | 06-Nov-13 A | | 20-Jan-14 |
| GM030 | OFPC Review & Approve of GMP | 15 | 0% | 07-Nov-13 | 27-Nov-13 | 46 | 07-Feb-14 |
| GM2 | Approve GMP / Issue NTP | 0 | 0% | | 27-Nov-13 | 46 | 07-Feb-14 |
| Subs Buy-Out / Procurement | | 107 | | 02-Dec-13 | 05-May-14 | 141 | 21-Nov-14 |




| | |
|---|---|
| Start Date | 10/25/13 |
| Finish Date | 07/28/15 |
| Must Finish Date | 10/01/15 |
| Data Date | 11/07/13 |

Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

| Date | Revision | Checked | Approved |
|---|---|---|---|
| 7-NOV-13 | 50% CD's | AUB | TGR |
| | | | |
| | | | |
| | | | |

REVISION LOG

The following is provided for convenience to the Owner, Architect/Engineer and Contractor to track changes between annual document issuances and is not to be considered by any party to be contractual or 100% complete.

| Date | Paragraph Revised |
|---|---|
| 09/01/08 | Revised section 3.6.2.1 - All Electronic Construction Schedule submittals shall be in *.xer (P6) or concentric format (P3 to P5)**.** |
| | Revised "Project Schedule" to "Construction Schedule" throughout the document in recognition that the specification only controls the contractor's schedule, and not the entire Capital Improvement Program project schedule as previously implied. |
| | Updated entire section 2.5 |
| 03/02/09 | Added scheduling terms to section 1.1 |
| | Revised list of required milestones in section 2.4.4.2 – Due to the transition from P3 to P6 the requirement to include Final Completion and Operational Occupancy milestones was deleted. |
| | Revised section 2.5.1.3 to allow the final Substantial Completion Date Milestone to have an open end, in lieu of Final Completion. |
| 03/01/11 | Updated section 2.2.1 Oracle contact information; added Commissioning Activities to sections 2.4.2 and 2.4.4.2; revised "Owner Provided – Owner Installed Equipment" Responsibility Code & Description in section 2.4.3 |
| 10/01/16 | Overhauled spec section to align with P6. Removed references and vocabulary related to earlier versions of P6. Spec was originally written around a decade old version of P3. Also modified, added, deleted, and clarified other sections to align the specification with current policies and procedures.<br>• Replaced references of "Precedence Diagram Method PDM" with "Critical Path Method (CPM).<br>• Added definition of "Calendar Day" in Definitions section 1.1<br>• Added definition of "Project" in Definitions section 1.1<br>• Added further definition to "Work Day" as a minimum 8-hour day in section 1.1.15<br>• Added reference to Attachment "C" to the Owner's Special Conditions for definition of "Weather Day".<br>• Added Section 01 35 23 – Project Safety Requirements to 1.3 – Related Documents.<br>• Added requirement for contractor to include any activities involving local municipal or county authorities (i.e.: permits, easements, connection, etc.)<br>• Updated section 2.3 to reflect P6's current file naming conventions.<br>• Updated section 2.4.1 to require contractor to include activities for campus special events, ceremonies, and final exams referenced in the Owner's Special Conditions.<br>• Updated section 2.4.2 to replace the term "Activity Code" with "Work Breakdown Structure." |

| | |
|---|---|
| | • Updated section 2.4.3 to include responsibility codes for several trades.<br>• Updated section 2.4.4 to include milestone activities for mockups and above ceiling inspections.<br>• Updated section 2.4.4.4 to remove the term "Hammock" as that term is no longer used by Primavera.<br>• Updated section 2.4.5 to better define what procurement activities should be included in the schedule.<br>• Added section 2.4.6 to clarify that the A/E and Owner shall be given a minimum of 15 calendar days to review submittals per the UGC.<br>• Clarified that the finish constraint for project completion shall be placed on the project and not on the last activity. Provides consistency on "Longest Path" reporting and Total Float calculations.<br>• Clarified section 2.6.2.4 to state that the use of project Total Float shall be documented in the "Executive Summary Report" in Attachment A and agreed upon by the Project Team.<br>• Updated section 3.2, 3.4, and 3.6 to reflect P6's current nomenclature for file names, backup files, column headers, and other functionality changes since version P3.<br>• Updated section 3.3.1.2 to state that use of Total Float shall be documented in the monthly schedule update and associated "Executive Summary Report" (see Attachment A) and agreed upon by the Project Team.<br>• Updated section 3.4 and 3.6 to remove references to Total Float Variance reporting requirements as these fields are no longer available in the current version of P6. Generalized language for contractor to "include a comparison to the accepted baseline" in the hopes that the Float Variance will be included in a future P6 release.<br>• Updated section 3.5 to remove requirement for 24"x36" paper copies of the schedule. Large format printing can still be requested by the ODR/OFPC.<br>• Updated Attachment A to include a "Schedule Overview" chart with calculations.<br>• Updated Attachment B "Example Gantt Chart" to reflect current P6 layout. |
| 9/13/18 | • 3.4 - Removed "Monthly" frequency of schedule update and reporting to allow frequency to be determined on a project to project basis as determined by Owner/ODR.<br>• 3.4.2.1.1 - Added requirement for contractor to include an explanation of float loss and gain in the Executive Summary Report.<br>• 3.6.2 - Added requirement for contractor to include Work Progress Schedule Activity ID's as part of the Recovery Plan.<br>• 3.6.1 - Added requirement for contractor to update the Work Progress Schedule on a weekly basis while the schedule is in recovery mode.<br>• Added example weather day chart to Attachment A – Executive Summary.<br>• 3.5.2 – Modified language to change electronic copies from CD to other.<br>• 3.5.4 – Corrected reference to Attachment A to read Attachment B.<br>• 3.3.1.3 – Added requirement for contractor to submit final as-built schedule at Substantial Completion. |
| | |

## SECTION 01 35 23 – PROJECT SAFETY REQUIREMENTS

## PART 1 – GENERAL

1.1 OVERVIEW

The Owner's objective is an injury and incident-free project, with a focus on project safety that shall not be compromised to achieve any other business objective. The Contractor shall structure an effective and systematic safety management approach that emphasizes continuous safety process improvement.

**The Owner has included in this specification numerous safety requirements that are noticeably more stringent than that of the Occupational Safety and Health Administration (OSHA). The reader will see text throughout this specification, matching the format of this paragraph, and is intended to call attention to the fact that the requirement being described is more stringent than that of OSHA. However, this does not relieve the reader from reading and understanding the entire Specification.**

1.2 GENERAL REQUIREMENTS

The Owner recognizes that the Contractor and Subcontractors may have existing safety management programs with established safety policies, processes, procedures, and work practices. The Owner will support these where they prove to be as effective and meet the intent and purpose of this Section. Upon request by the Owner, the Contractor and/or Subcontractors (of any tier) shall promptly produce and provide copies of any required documents related to Project safety. Where opportunities for improvement are identified, the Contractor and Subcontractors of any tier shall work collaboratively with the Owner in making appropriate revisions to progress toward an injury and incident-free workplace.

1.3 DEFINITIONS

1.3.1 The term "Owner's Safety Representative" (OSR) as used throughout the Contract documents shall refer to any construction safety professional(s) who are acting on behalf of the Owner. This will include, but may not be limited to the OFPC Safety Analyst, Campus Construction Safety Representative, and any Risk Control Consultants associated with the Owner.

1.3.2 The term "Project Safety Coordinator" (PSC) as used throughout the Contract documents shall refer to the Contractor's construction safety professional who is acting on behalf of the Contractor and who shall be responsible for safety training, inspections, incident investigations, record keeping, reporting, incident response, and claims management, and shall serve as the technical advisor to the Contractor's project staff for all safety issues.

1.3.3 The term “Project Safety Assistant(s)” (PSA) as used throughout the Contract documents shall refer to any Contractor’s construction safety professional who is acting on behalf of the Contractor and who shall perform safety related tasks as delegated by the PSC.

1.3.4 The term “Subcontractor’s Safety Representative” (SSR) as used throughout the Contract documents shall refer to a person employed by the Subcontractor of any tier who is identified as the recognized safety representative and who possesses the proper credentials for the position. The SSR is understood to be the immediate supervisor unless identified and documented otherwise. All subcontractors of any tier shall provide at least one recognized SSR anytime the subcontractor is working on the project.

1.3.5 The term “qualified” as used throughout this Section shall match the definition within the OSHA construction safety standards (Title 29 CFR, Part 1926). *Qualified means one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated the* ability *to resolve problems relating to the subject matter, the work, or the Project.*

1.3.6 The term “competent” as used throughout this Section shall match the definition within the OSHA construction safety standards (Title 29 CFR, Part 1926). *Competent person means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. In addition to the OSHA standard, this person must be trained and knowledgeable in the construction and/or operation of specific equipment or a specific work method and show proper documentation to support such training. Basic awareness training will not be acceptable for this position.*

1.3.7 The term “Construction Area” as used throughout this Section shall refer to the portion of the Owner’s property that is released to the Contractor’s care and control and is designated by the Contractor as the space where actual construction efforts will be undertaken to execute the Work.

1.3.8 The term “Administration Area” as used throughout this Section shall refer to the portion of the Owner’s property that is released to the Contractor’s care and control and is designated by the Contractor as the space where support efforts will be undertaken to provide administrative needs for the Work. If the Project has project office trailers within the confines of the Owner’s property, that space and the parking area around it may be designated as an Administration Area.

1.3.9 The term “worker” as used throughout this Section shall refer to any person who is assigned specifically to the Project, has successfully completed the Project safety orientation, and has been issued a project specific ID badge.

1.3.10 The term “visitor” as used throughout this Section shall refer to any person who is not assigned specifically to the Project. Visitors will not be issued a project specific ID badge and shall not be allowed access to the “construction areas” unless they are escorted by a member of the Contractor’s project management staff or an Owner representative.

1.3.11 The term “Owner’s Designated Representative” (ODR) as used throughout the Contract documents shall refer to the individual(s) assigned by the Owner to act on its behalf, and to undertake certain activities as specifically outlined in the Contract. For the purposes of this specification section, the words “Owner” and “Owner’s Designated Representative” are interchangeable. The Owner’s Designated Representative is a representative of The University of Texas System Office of Facilities Planning and Construction or Project Manager for the Campus. The ODR is the only party authorized to direct changes to the scope, cost, or time of the contract.

## 1.4 PURPOSE

1.4.1 The Contractor shall bear overall responsibility for all aspects of safety for the Project.

1.4.2 The Contractor shall, at all times, provide adequate resources, equipment, training, and documentation to:

1.4.2.1 Comply with the requirements of this Section and all applicable Federal, State, and local statutes, standards, and regulations.

1.4.2.2 Provide a safe work environment at the Project.

1.4.2.3 Instill a culture of safe behavior in all supervisors and workers.

1.4.2.4 Ensure a universal understanding that safety and health issues take precedence over all other considerations at the Project.

1.4.3 In any circumstance where this Section differs from, or conflicts with any statutory requirement, the more stringent shall apply.

1.4.4 The ODR reserves the right to have any person removed from the Project for disregarding Project safety requirements. Removal of the Project Superintendent, Project Manager, any Supervisor, PSC, PSA or SSR may result in work stoppage that will remain in effect pending approval of a suitable replacement. The Contractor shall not be allowed any consideration for time or monetary compensation for said stoppage.

1.4.5 The ODR reserves the right to deduct from the Contract any safety related expenses that the Owner incurs as a result of the Contractor’s, or any Subcontractor’s, failure to comply with the requirements of this Section.

1.4.6 The ODR will deny requests for time extensions and/or monetary considerations whenever the Owner intercedes on behalf of safety compliance as a result of Contractor failure to act as required by Contract.

## 1.5 RELATED DOCUMENTS

In addition to specific references indicated herein, the Contractor's attention is also directed, but not limited, to the following publications and documents:

1.5.1 Current edition of Uniform General Conditions for The University of Texas System Building Construction Contracts (UGC);

1.5.2 Owner's Special Conditions;

1.5.3 Current edition of OSHA Safety Standards for the Construction Industry, CFR Title 29, Part 1926.

## PART 2 – PRODUCT

2.1 PROJECT SAFETY COORDINATOR (PSC)

2.1.1 The Contractor must provide a qualified Project Safety Coordinator (PSC). The PSC is required from the commencement of construction until at least such time the Owner's Designated Representative (ODR) issues notice of Substantial Completion. ODR's written concurrence is needed prior to PSC removal. Overall recent career experience must include at least seven (7) years that have been dedicated solely to building construction safety with at least five (5) years of construction safety process management experience. Any candidate that has completed a four (4) year degree in a safety-related discipline must show at least three (3) years of actual field experience in safety to qualify for a PSC position. The PSC must have practical knowledge, working experience, and documented continuing education in fall protection, scaffolds, excavation, confined space, crane/equipment operations, electrical, incident investigation, and other such safety/health related training. Training of less than four (4) hours in duration per topic will not be considered acceptable for this requirement. Continuing education of noted training must be dated within five (5) years of the executed contract. OSHA 10/30-hour Construction Outreach or OSHA 510 certificates will not be acceptable for this training requirement. The PSC shall possess a certificate of completion for the OSHA 500 (Train the Trainer in Occupational Safety and Health for Construction Industry) or OSHA 502 (Update for the Construction Industry Outreach Trainer). The PSC must show evidence of specialized training for Emergency First Aid, Cardio Pulmonary Resuscitation (CPR), and Automatic External Defibrillator (AED) current to within two (2) years. Formal submittal of proof must be provided prior to acceptance and before any portion of the Work will be allowed to commence. The ODR reserves the right to determine acceptability of the submitted training. Any candidate proposed that does not meet these minimum qualifications will not be accepted.

2.1.2 For projects less than $10M but greater than $5M, a fully qualified Project Safety Assistant (PSA) as described in Section 2.2 (below) may act as the Project Safety Coordinator (PSC).

2.1.3 For projects $5M or less, a PSA-IT (Field Experience Only) qualified individual as described in Section 2.2.1.1.2 (below) may act as the Project Safety Coordinator (PSC).

This option allows the project Superintendent to perform both the duties of a Superintendent and PSC simultaneously.

## 2.2 PROJECT SAFETY ASSISTANT (PSA)

2.2.1 Project Safety Assistant(s) (PSA(s)) are also required. Number of and placement on the project is determined by the final contracted construction amount and average daily work force. Primary recent experience of any proposed PSA, must include at least five (5) years that have been dedicated solely to building construction safety. The PSA must have practical knowledge, working experience, and documented continuing education in fall protection, scaffolding, excavations, confined spaces, crane/equipment operations, electrical, incident investigation, and other such safety/health related training. Training of less than four (4) hours in duration per topic will not be considered acceptable for this requirement. Continuing education of noted training must be dated within five (5) years of the executed contract. An OSHA 10/30 Construction Outreach or OSHA 510 certification will not be acceptable for this training requirement. The PSA shall possess a certificate of completion for the OSHA 510 (Occupational Safety and Health Standards for the Construction Industry) or the OSHA 500 (Train the Trainer in Occupational Safety and Health for Construction Industry) or OSHA 502 (Update for the Construction Industry Outreach Trainer) in addition to the continuing education requirements previously noted. The certificate must be dated within five (5) years of the executed Contract. The PSA must show evidence of specialized training for Emergency First Aid, Cardio Pulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) current to within two (2) years. Formal submittal of proof must be provided prior to acceptance. The ODR reserves the right to determine acceptability of the submitted training. Any candidate proposed that does not meet these minimum qualifications will not be accepted.

2.2.1.1 On projects over $180M, the option of a PSA-IT (In-Training) may be considered for the required third PSA after the initial qualified PSAs are already active on the project. At no time shall a PSA-IT be used as a permanent substitute in place of a fully qualified PSA when required. Qualifications for individuals seeking PSA-IT classification shall comply with one of the following options:

2.2.1.1.1 Option I (College Degree in Safety) - Individuals that have obtained a Bachelor's or Master's Degree in Safety

1. The safety degree will count for four (4) years of the five (5) years currently required for a PSA position.
2. Successful achievement of a nationally recognized safety certification (CSP, CHST). The Owner reserves the right to determine years of credit based on the recognition of the certification, requirements to achieve certification, and continuing education to maintain certification. This option can be used to add additional experience.
3. Successful completion of one (1) year of dedicated safety work experience on the project.

Once this individual completes all the requirements indicated above for this option, the "In Training" will be dropped and the individual will be consistent with the current requirements of the UTS Safety Specification.

or

2.2.1.1.2 Option II (Field Experience Only) - Individuals that have a minimum of seven (7) years in the construction industry and two (2) years of safety responsibilities that are ancillary to their primary duties

1. The experience noted above will count for two (2) years of the five (5) years currently required for a PSA position.
2. Must have documented successful completion of initial training (minimum of eight (8) hours) each in cranes, electrical, fall protection, excavations and soil mechanics, scaffold, permit–required confined space, and incident investigation and
3. Documented successful completion of Supervisor Safety Training or equivalent from an OSHA Training Institute such as TEEX, UT Arlington, etc.

Once this individual completes all the requirements indicated above for this option, the experience level will be counted as four (4) years of dedicated safety experience. At successful completion of one (1) year of dedicated safety work, the "in Training" will be dropped and the individual will be consistent with the current requirements of the UTS Safety Specification.

2.3 PSC AND PSA - Verification of Qualifications

2.3.1 The qualifications and previous work experience of the proposed Project Safety Coordinator and Project Safety Assistant(s) shall be submitted with the RFP. Based on final Contractor selection for the project, additional information for the Project Safety Coordinator and Project Safety Assistant will be required prior to written acceptance for the position. Prior to Notice to Proceed for Construction Services, the Contractor must provide resumes for the proposed PSC and PSAs. Contractor selection for the project does not guarantee proposed PSC and/or PSA acceptance. Any PSC or PSA additions or changes after the original acceptance date(s) must be formally submitted for consideration to the ODR. In the case of the PSC, work shall not be allowed to commence prior to written acceptance by the ODR. In the case of the PSAs, each must be assigned to the project on or before the worker count reaches the numbers indicated in Sections 2.4 and 2.5. Any cost related to the Contractor's failure to meet this requirement will not be reimbursed by the Owner and additional time extension of the Project schedule will not be allowed.

2.3.2 For two (2) years of military service that demonstrates construction safety experience or an Associate's Degree in the field of safety, two (2) years of required experience will be credited for the requirements listed above. For four (4) years of military service that demonstrates construction safety experience or a Bachelor's (Undergraduate) Degree in a safety related field, four (4) years of required experience will be credited for the requirements listed above. Military experience and/or degree will only receive credit

once. A professional certification in a safety related field (CSP, OHST, CHST, etc.) may receive credit for up to four (4) years of experience in addition to the years noted above. The ODR reserves the right to determine year(s) of credit based on recognition of certification, requirements to receive certification, and continuing education requirements to maintain certification.

2.4 PSC AND PSA – Determining the Number of Required PSCs and PSAs

2.4.1 The total number of PSCs and PSAs for a Project will be determined by the anticipated total cost for construction services for the completed project using the values below:

2.4.1.1 For projects up to and including Ten Million Dollars ($10,000,000), only the PSC shall be required.

2.4.1.2 For projects over Ten Million Dollars ($10,000,000) and up to and including Thirty Million Dollars ($30,000,000), the PSC and the initial PSA will be required. For projects over Thirty Million Dollars ($30,000,000) and up to and including One Hundred Eighty Million Dollars ($180,000,000), the PSC, initial PSA and an additional PSA will be required. For projects over One Hundred Eighty Million Dollars ($180,000,000), the PSC, initial PSA, and two (2) additional PSAs will be required. Based on scope of work and/or anticipated hazard(s), additional PSA(s) may be required. Any additional PSA(s) beyond those noted above shall be determined and negotiated by the ODR prior to GMP.

2.5 PSC AND PSA -- Placement on the Project and Removal from the Project

2.5.1 The placement and removal of the PSC and any PSA for a Project will be determined by the daily population of persons, using the following:

2.5.1.1 One (1) PSC shall be provided by the Contractor and shall be assigned full time, have no duties other than safety, and be dedicated daily to the Project from the commencement of construction activities until at least Substantial Completion. The ODR's written concurrence is required prior to release.

2.5.1.2 The initial one (1) PSA shall be provided by the Contractor and shall be assigned full time, have no duties other than safety, and be dedicated daily to the Project at the time that the daily population reaches twenty-five (25) persons, and shall remain on the Project until at least Substantial Completion and the population decreases to less than 25 persons. The ODR's written concurrence is required prior to release.

2.5.1.3 The second PSA shall be provided by the Contractor and shall be assigned full time, have no duties other than safety, and be dedicated daily to the Project when the daily population at the Project rises to one hundred and fifty (150) persons. Additional PSAs shall be provided by the Contractor and shall be assigned full time, have no duties other than safety, and be dedicated daily to the Project when the daily population increases by another increment of one hundred and fifty (150) persons.

The additional PSAs shall remain on the Project until the daily population falls below the number that required them to be added. The ODR's written concurrence is required prior to release.

2.5.1.4 For Contracts that involve multiple Phases, Stages, and Change Orders, the value for construction services shall accumulate as additional packages of work are added to the overall contract. If there are significant gaps between the head count of the previous or current work and the additional work, the ODR will decide if the additional work shall impact only the demand for additional PSAs. The requirement for the PSC will remain as indicated in Section 2.5.1.1.

2.5.1.5 **During scheduled daily work, a full complement of safety persons must be on site in the numbers as required in Sections 2.5.1.1, 2.5.1.2 and 2.5.1.3. If either the PSC or any of the assigned PSAs will not be on site during the project work scheduled, Owner must be notified in writing with a detailed plan for replacement no less than two (2) weeks prior to the absence (for non-emergencies only) or as soon as the safety person's status is confirmed (for emergencies only). An acceptable replacement must be provided if the absence will be for more that twenty-four (24) continuous hours in any week or as directed by the ODR. If any other work (nights, weekends, or holidays) is planned, the crew size of that specific shift shall determine the number of safety personnel required, but at least the PSC or one (1) PSA must be on site during any work activities. The number of safety persons on site during nights, holidays, or weekends must be with written concurrence of the ODR.**

## 2.6 SUBCONTRACTOR'S SAFETY REPRESENTATIVE (SSR)

2.6.1 Each tiered Subcontractor shall declare one (1) or more employees to be its designated SSR. The SSR shall be dedicated to the Project for on-site safety responsibilities. This position cannot be delegated to another tiered contractor.

2.6.2 The SSR may have collateral duties, but must be on the Project site when any part of the applicable Subcontractor's work is being performed. The PSC shall formally approve each SSR prior to the commencement of work for that subcontractor.

2.6.3 Each first-tier Subcontractor's SSR shall possess a certificate of completion for the OSHA 30-hour Outreach Training in the Construction Industry. Remaining tiered Subcontractor SSRs shall possess at least a certificate for the OSHA 10-hour Outreach Training in the Construction Industry. Certificates must be dated within four (4) years of the executed Subcontract. Only a sub-tiered contractor that will have no more than three (3) workers on the project during their entire scope of work may petition to be excluded from this requirement. Any exception shall be by written approval of the ODR.

## 2.7 CONTRACTOR PROJECT SAFETY MANAGEMENT PLAN (PSMP)

2.7.1 The Contractor shall develop, implement, and furnish adequate resources for their PSMP.

2.7.2 The objectives and intent of the PSMP shall include, but not be limited to:

2.7.2.1 Anticipating, planning, controlling and coordinating work to eliminate hazards, minimize risks, and aggressively manage losses involving injuries or property damages;

2.7.2.2 Ensuring education and training for best safety practices by all workers and holding supervisors accountable for safety performance;

2.7.2.3 Documenting and recording preventative measures, establishing inspection, notification, and investigation requirements, and measuring results of performance;

2.7.2.4 Providing protection for adjacent property and safety for the public.

2.7.3 The PSMP shall address the inclusion of the Owner SafetyNet Program for electronic collection of safety observations. The terms of this Owner directed Program shall not be replaced by any existing program including any existing version of the SafetyNet Program already used by the Contractor. Within fourteen (14) calendar days of the issue of the NTP, the Contractor shall have available a means to record field observations.

2.7.4 The Contractor shall submit a complete draft of the PSMP to the ODR for review and written acceptance prior to the issuance of NTP for construction services. The Contractor shall incorporate ODR comments into a final draft and shall resubmit the amended version to the ODR within thirty (30) calendar days following the return date of ODR comments to the initial draft.

2.7.5 Beginning with the Notice to Proceed for Construction Services, the PSC shall formally evaluate and update the PSMP and its supporting documentation as construction activities dictate, but at least semi-annually to ensure effectiveness and continuous improvement. The PSC must provide means to verify required evaluation and update.

## 2.8 PERSONAL PROTECTIVE EQUIPMENT (PPE)

2.8.1 PPE shall be required for all persons in construction areas. The following items shall be furnished, inspected, and maintained by the employer:

2.8.2 Hard Hats shall be ANSI stamped (Z89.1-1997, Type I, Class E, G and C). Hard Hats shall be worn 100% of the time in construction areas, with the brim forward (or as allowed by the manufacturer). “Cowboy” style hard hats shall not be allowed (even if ANSI stamped). Hard hats with noticeable wear or damage shall be replaced. Each hard hat shall be examined by the PSC or PSA during the Project Safety Orientation to confirm acceptable condition.

2.8.3 Eye Protection (Safety Glasses) shall be stamped ANSI Z87. If a worker wears prescription glasses (plastic lens only) that are not marked Z87, the employer shall furnish goggles or safety glasses that are designed to fit over another pair of glasses. Eye

Protection (Safety Glasses) shall be worn 100% of the time in construction areas. Anytime power actuated tools, electric or air operated grinding tools, electric or air operated impact tools, chop saws, masonry saws, chainsaws, or drilling tools are used, double eye and face protection shall be worn. Protection must be designed to prevent any air borne material from penetrating between the protection and the eyes.

2.8.4 High visibility vests or high visibility upper body clothing (equivalent to ANSI Class 2 or greater as applicable) shall be worn in the construction area. Primary work activities such as traffic control, excavations, rigging from ground level, exterior work at ground level or sub-ground level, earth moving operations may require ANSI Class 3.

2.8.5 The Contractor shall purchase and maintain an appropriate inventory of types and sizes to be able to furnish a hard hat, pair of safety glasses and vest for up to ten (10) Owner representatives who may visit the Project.

2.8.6 Hearing Conservation and Protection shall meet or exceed OSHA requirements. Except for suppression of sound energy level, no devices or equipment shall be placed in or over the ears. Portable radios, cell phones or any other electronic devices shall not be used by the general work force for any reason while in the construction areas. Use by supervision, project management, and safety persons is allowed for work related and emergency communications only. Any additional persons using these devices must be by written concurrence of the ODR. Music devices with or without ear pieces are strictly prohibited by anyone while in the construction areas. The Contractor may designate an area inside the limits of the project but outside of the active construction area where use of cell phones are allowed during scheduled breaks and lunch only. Location must be by written concurrence of the ODR.

2.8.7 Hand Protection that is designed to counter the potential for injury exposure shall be furnished to all workers who must handle materials or equipment with sharp edges, slick surfaces, chemically reactive components or extreme temperatures.

2.8.8 Respiratory Protection shall meet or exceed OSHA requirements.

2.8.9 Foot Protection (work shoes) must have soles with a resistance to punctures, uppers that cover the entire foot and ankle and offer resistance to scrapes and cuts. Sandals, open toed shoes, dress loafers, high-heels, and all athletic style shoes (including those with ANSI markings) are prohibited. Additional protection such as metatarsal guards over work shoes (including steel toe boots) shall be provided when work operations create impact exposures.

2.8.10 Other OSHA required PPE shall be furnished as appropriate for specific tasks.

2.8.11 Other clothing:

2.8.11.1 Shirts shall not have noticeable holes and shall be free of profane, inflammatory, sexually explicit or discriminatory messages. Sleeve length shall cover the ball of the

shoulder and shirt length shall reach waist of pants. Shirts shall not provide snag points.

2.8.11.2 Pants shall be full length. Holes must not be large enough to provide snag points or offer measurable amounts of exposed skin.

## 2.9 MEDICAL EQUIPMENT

2.9.1 The Contractor shall purchase and maintain at least one (1) First Aid Kit on the Project site as per the current version of ANSI Z308.1. Depending on the size, configuration of the site, travel distance to retrieve, and time required to administer medical treatment, additional First Aid Kits may be required. The kit(s) should be readily available as needed.

2.9.2 The Contractor shall purchase and maintain at least one Automatic External Defibrillator (AED) unit on the Project site. The unit shall be located in the Contractor project site office with appropriate signage and must be accessible whenever work is ongoing. Depending on the size, configuration of the site, travel distance to retrieve, and time required to administer medical treatment, an additional AED unit may be required.

2.9.3 A minimum of two (2) Contractor employees, with current certifications for First Aid / CPR and for use of the AED, shall be at the Project whenever work is being performed.

## 2.10 WORKER TRAINING

2.10.1 **All workers shall be trained to perform their specific task(s). Formal documentation to support claimed training must be provided. Acceptable documentation for all certifications and training claimed shall contain name of the training organization, name and title of the trainer(s), date of training, material covered with time spent on each topic, and evaluation process used to determine worker understanding of training. Documentation must be provided by the training organization. The database of employers' workers must be kept up to date and accessible for review as requested. No work or operations may commence without the PSC having completed review and acceptance under this Section. The ODR reserves the right to determine acceptability of training being claimed.**

2.10.2 **For every brand and model of crane and motor driven equipment (earth moving, lift platforms, suspended stages, material handling, etc.) brought onto the Project, the using company shall transmit to the PSC a list of employees who are trained and authorized to operate that brand and model of equipment. Copies of training documentation in addition to any required certifications shall be provided. In addition, cranes shall be operated only by persons who possess certification from an organization that carries nationally recognized accreditation. Industrial Trucks (forklifts) shall only be operated by persons who have been certified by their employer. Individuals who possess required credentials shall demonstrate acceptable proficiency to the PSC or PSA.**

2.10.3 For every position that is required to assist with crane and motor driven equipment operations (flaggers, signal persons, riggers, spotters, etc.), the using company shall transmit to the PSC a list of employees who are trained and authorized to perform these functions.

## 2.11 PROJECT SAFETY SIGNS AND POSTERS

2.11.1 The Contractor shall post a pair of safety regulation signs at every point of entry to the Project: one in English and one in Spanish. Font shall be black in color and sized in each language to completely fill the surface of a white-coated four-foot (4') vertical by eight foot (8') horizontal sheet of 3/4-inch plywood and shall contain only the following text:

**ALL VISITORS, DELIVERY PERSONS, AND NEW WORKERS MUST REPORT TO THE PROJECT OFFICE BEFORE ENTERING ANY CONSTRUCTION AREA.**

**ALL PERSONS ENTERING ANY CONSTRUCTION AREA MUST WEAR STURDY WORK SHOES, PROPER CLOTHING, A HARD HAT AND SAFETY GLASSES AT ALL TIMES – NO EXCEPTIONS ARE ALLOWED DURING WORK HOURS.**

**POSSESSION OF WEAPONS, ALCOHOLIC BEVERAGES, CONTROLLED SUBSTANCES, OR DRUG PARAPHERNALIA WILL RESULT IN IMMEDIATE REMOVAL FROM THIS PROPERTY.**

**EXCEPT WHERE DESIGNATED (BY POSTED SIGNS AND AVAILABLE RECEPTACLES), USE OF ANY TOBACCO PRODUCT IS PROHIBITED ON THIS PROJECT**

**THE MAXIMUM SPEED LIMIT FOR ALL VEHICLES ON THE PROJECT SITE IS NINE (9) MPH – LOWER SPEED MAY BE REQUIRED BY POSTED SIGNS IN SOME AREAS.**

**ONLY AUTHORIZED VEHICLES ARE ALLOWED ENTRY INTO CONSTRUCTION AREAS.**

2.11.2 The Contractor shall post a notice sign at the project office in English and Spanish. Font shall be black in color on a white coated board and size of letters shall be at least three inches (3") in height, and shall contain at least the following text:

**VISITORS, DELIVERY PERSONS AND NEW WORKERS MUST CHECK-IN HERE FIRST.**

**COPIES OF SAFETY DATA SHEETS (SDS) FOR MATERIALS THAT WILL BE USED OR STORED ON SITE MUST BE DELIVERED BY ALL SUBCONTRACTORS TO THIS LOCATION AND SHALL BE AVAILABLE TO ANY REQUESTOR.**

2.11.3 The Contractor shall also post the following in locations that may easily be viewed by workers:

2.11.3.1 Color Codes for Quarterly Equipment Safety Inspections:

2.11.3.1.1 1st Quarter = White (January 01– March 31)
2.11.3.1.2 2nd Quarter = Green (April 01 – June 30)

2.11.3.1.3 3rd Quarter = Red (July 01– September 30)
2.11.3.1.4 4th Quarter = Orange (October 01 – December 31)

2.11.3.2 Emergency contacts list, including mobile phone numbers

2.11.3.3 Hazard Rating Guide (HMIS and/or NFPA)

2.11.3.4 Insurance Provider for Worker's Compensation Coverage for the Project

2.11.3.5 Others as required by Federal and/or State regulation

2.12 PROJECT SAFETY FILE DOCUMENTS

The Contractor shall create and maintain files for Owner review. The following files shall be established in one location on the Project and shall be made accessible to Owner agents during working hours. Additional files shall be created as directed by the ODR.

2.12.1 Project Safety Management Plan (PSMP)
2.12.2 Project Safety Management Plan Evaluations
2.12.3 Project Safety Orientation Checklists
2.12.4 Project Access Log
2.12.5 Project First Aid Log
2.12.6 Project Incident Notification, Investigation, and Evaluation Reports
2.12.7 All Qualified Person Certifications and Training Documentation
2.12.8 Project Competent Persons Lists
2.12.9 Project Equipment and Crane Operators Lists
2.12.10 Job Hazard/Safety Analysis (from each Subcontractor per operation)
2.12.11 Project Weekly Safety ("Tool Box") Meeting
2.12.12 Project Weekly Subcontractor Safety Representative (SSR) Meeting Minutes
2.12.13 Contractor Monthly Safety Report
2.12.14 Project Quarterly (Portable) Equipment Inspection Reports
2.12.15 Project Annual (Large) Equipment Inspection Reports
2.12.16 Project Permits (Closed Out)
2.12.17 Project Safety Infraction Records
2.12.18 Site Specific Safety Plan for Each Subcontractor on the Project
2.12.19 Drug / Alcohol Testing Confirmation Documentation
2.12.20 Subcontractor's Return to Work Policy and Acknowledgement
2.12.21 Contractor UTS Safety Specification 01 35 23 Requirements Acknowledgement

## PART 3 – EXECUTION

3.1 POSITIONS, ROLES AND REQUIREMENTS FOR PROJECT SAFETY

3.1.1 Contractor's Project Superintendent and Project Manager

The Project Superintendent and Project Manager shall remain actively engaged and share responsibility for project safety throughout construction. Both shall support the PSC and PSA when actions are required to maintain a safe work environment at the Project. Project safety shall never be compromised to achieve any other business objective.

The Project Manager shall ensure that ALL tiered subcontractors receive a copy of the UTS Safety Specification 01 35 23 prior to the execution of a contract (Exhibit N) and ALL required safety documentation is submitted for review and acceptance by the PSC prior to the subcontractor's work start on the project.

3.1.2 Project Safety Coordinator (PSC)

3.1.2.1 The PSC shall report directly to a corporate safety officer of the Contractor and shall not report through the Contractor's Project Management team.

3.1.2.2 If removal of the PSC is initiated by the Contractor, the existing PSC shall remain in position until a replacement candidate has been proposed to and accepted by the ODR in writing and is specifically assigned to the Project. If the PSC leaves before the proposal and acceptance procedure is concluded, the Contractor shall temporarily install either a Safety Director (Regional or Corporate) or a professional construction safety consultant as the PSC until a suitable replacement is accepted in writing by the ODR. Any temporary replacement must meet the qualification levels, perform the duties, and be present full time on the Project as required of the PSC in order for work to proceed. A permanent replacement shall be accomplished within thirty (30) calendar days.

3.1.3 Project Safety Assistant (PSA)

3.1.3.1 The PSA shall report to and perform duties as directed by the PSC.

3.1.3.2 If removal of a PSA is initiated by the Contractor, the existing PSA shall remain in position until a replacement candidate has been proposed and accepted by the ODR in writing and is specifically assigned to the Project. If the PSA leaves before the proposal and acceptance procedure is concluded, the contractor shall temporarily install either a Safety Director (Regional or Corporate) or a professional construction safety consultant as the PSA until a suitable replacement is accepted in writing by the ODR. Any temporary replacement must meet the qualification levels, perform the duties, and be present full time on the Project as required of the PSA position. A permanent replacement shall be provided within thirty (30) calendar days.

3.1.4 Both PSC and PSA

3.1.4.1 The PSC and PSA shall have the authority to direct Contractor and Subcontractor personnel to correct any safety deficiency.

3.1.4.2 The PSC and PSA shall have the authority to stop any operation(s) that involves any level of risk.

3.1.4.3 The PSC and PSA shall be fluent in English and have immediate access to the necessary resources to communicate verbally with all workers on the Project.

3.1.5 Subcontractor Safety Representative (SSR)

3.1.5.1 The SSR name, emergency contact information, and documentation of qualifications shall be submitted to and accepted by the PSC prior to the commencement of any work activities by the Subcontractor. Per this section, at least one SSR is required; however, the Subcontractor must plan for and make available as needed a qualified replacement should the primary SSR not be on site. The SSR shall have the authority to direct actions, stop work and enforce discipline for safety issues.

3.1.5.2 The SSR shall submit a written task specific Job Hazard/Safety Analysis (JH/SA) daily and as work conditions change for each of the risk exposures associated with the employer's portion of the work. Documentation of attendees and subject material covered must be provided by the SSR. Each submittal shall be reviewed and accepted by the PSC or PSA prior to commencement of the work operation that will create the exposure.

3.1.5.3 The SSR shall attend the Project Weekly Subcontractor Safety Representatives Meeting when their company is actively performing work at the Project.

3.1.5.4 The SSR shall accompany any injured worker that requires medical attention at a facility outside the Project. The SSR shall be responsible for notification to the PSC of any incident including near misses, and shall complete all the documents required to manage any insurance claims. The SSR shall participate in incident investigations that involve their employer's portion of the work.

3.1.5 5 Each SSR may be required to accompany the PSC or PSA during portions of each safety inspection that involves the Subcontractor's scope of Work.

3.1.5.6 The SSR shall ensure that planning, training, equipment and materials are provided so that workers can perform their duties safely.

3.1.6 Work Crew Supervisor, Equipment Operator, Competent Person, Qualified Person Medical Responder

3.1.6.1 Supervisors, Equipment Operators, Competent Persons, and Medical Responders for each of the positions held, shall be recognized by the employer through formal submittal to the PSC. Documentation of training with applicable certification shall be maintained in the Project safety file.

3.1.6.2 Designations of certifications and qualifications for special roles shall be clearly displayed on the back of the worker's photo identification badge.

## 3.2 PROJECT SAFETY MANAGEMENT PLAN (PSMP)

3.2.1 Safety Mission and Policy Statement. The Contractor's Safety Mission Statement shall include a commitment to create and maintain a work environment that will eliminate or minimize all risk exposures for all workers at the Project. The Safety Policy Statement shall include acknowledgement that the Contractor is accountable for providing and controlling a safe environment for all workers and members of the public. An original signature and date to endorse and assure commitment by a Corporate Executive or Business Owner shall be affixed to this element of the PSMP. The PLAN shall include the following as a minimum:

3.2.2 Safety Roles and Responsibilities. This element shall outline and describe roles, responsibilities, and authority of each member of the Project staff for involvement in site safety, security, incident command, and incident claims management. The Contractor's Project organization chart shall indicate the reporting line for the PSC and PSA(s) as applicable. The PSC or PSAs shall not be responsible for activities associated with insurance enrollment and maintenance or any other duties not directly related to project safety. Administration (clerical) duties related to safety can be transferred to another member of the Project staff. Overall intent is to maximize time in the field by the PSC and PSAs.

3.2.3 Safety Enforcement. This element shall include the Contractor's disciplinary procedure for its own employees and for those of all Subcontractors. It shall include a description of the levels of severity and frequency (repetition) that will result in Contractor intervention and provide details of the retraining and/or disciplinary steps that will ensue from the possible combinations of unsafe behaviors. It shall also include discipline for supervisors who tolerate risk.

3.2.4 Safety Recognition and Commendation. This element shall include a description of how those workers who demonstrate exemplary safety behavior and those supervisors who manage, enforce, educate and promote safety will be recognized and commended. Any celebration that will occur as part of this element shall not be minimized with achievement of Project milestones that are associated with production, schedule, quality or budget. The Owner supports the use of a Safety Commendation Program (SCP) as long as it is part of a more comprehensive safety program. Any commendation program must encourage worker participation, reinforce safety training, promote safe behavior and practices, and support continuous improvement of the safety process on the project. No SCP shall be implemented that would discourage reporting of injuries, illnesses, property damage or unsafe working conditions. The SCP shall be prudent, economical, simple, and with a greater focus on daily positive feedback and commending safe work behavior than providing expensive or extravagant commendations. The SCP plan shall be submitted for Owner review and approval prior to implementation, and must include details regarding quantity and cost of suggested commendations. *Note: *If utilization of vendor donated items for commendations are anticipated, those items will be evaluated to confirm that they are reasonable and appropriate.*

3.2.5 Safety Hazards. This element shall include a narrative that recognizes existing site conditions, foreseeable changes to existing conditions, local climate, Owner and public interface, environmental impact and remediation issues, skill and experience levels of available work force, utility interruptions, water supply sources, power supply sources, Owner facility provisions, sanitation requirements, parking, material storage areas, and proximity to students and public walkways and roadways. It shall contain a completed copy of the Anticipated Project Hazards Checklist (EXHIBIT A). It shall also be expanded throughout the duration of Work to include Subcontractor plans for elimination or minimization of risk. All portions of this element shall be consistent with existing procedures for the campus Environmental Safety and Health department, the campus Security department, and local municipal Fire and Rescue.

3.2.5.1 Hazard Communication ("HazCom"). Insert the elements required by OSHA. The PSC shall maintain a Hazardous Materials Inventory List with individual SDS for each and every hazardous substance brought onto the Project site. In addition to the product label of contents, all containers with at least five (5) gallons of fluid capacity or twenty (20) pounds of chemical content shall include either HMIS or NFPA hazards warning labels (except drinking water and fire extinguishers). All products with HMIS/NFPA number ratings greater than zero, or one in any of the three categories (health, flammability, or reactivity), shall be considered as hazardous.

3.2.5.2 Environmental (Sensory) Hazards. Insert actions to measure worker exposures and to control hazards that may exist beyond OSHA permissible exposure limits (i.e. dust, fumes, noise, chemicals, respirable silica, and extreme temperatures). Also, include control and remediation plans for incidents that result in a spill or discharge of a potentially hazardous or toxic substance (liquid or gas). If lasers will be used, include plan to control worker exposure.

3.2.5.3 Roadway and Traffic Hazards. Insert actions to be taken at times when public roadways or sidewalks are affected by construction activities. Signs, devices, and procedures shall be identified where public passage is to be closed or altered. Procedures and training for flaggers shall be required and shall be in compliance with all applicable Texas Department of Transportation (TxDOT) regulations for road safety; specifically, the Texas Manual on Uniform Traffic Control Devices (TMUTCD) shall be referenced.

3.2.6 Fire Prevention and Control

3.2.6.1 Insert arrangements and equipment necessary to provide adequate protection during all phases of construction. All portions of this element shall be developed to be consistent with existing procedures of the campus Environmental Safety and Health department, the campus Security department, and local municipal Fire and Rescue.

3.2.6.2 Burning, Welding, Flame Operations. Insert the process for issuance of a "HotWork" permit (EXHIBIT B). Daily permit forms shall be issued by the PSC or PSA, even if the campus Environmental Health and Safety department desires to be involved and issues a campus permit. The permit form shall be completed by the SSR and

returned to the PSC or PSA for field verification of noted conditions and written acceptance prior to start of operation. All permits shall expire at the end of the shift. Permits shall identify the fire watcher(s) and require pre-operation and post operation inspections.

3.2.7 Emergency Response. Describe each type and level of emergency that may reasonably be expected to occur on the Project. Insert response or rescue plan for each kind of potential emergency. This element shall address first aid, off-site medical care, property damage, rescue, project alarm signals, wind, flood, lightning strikes, and evacuation, threat of violence, protests or deliberately disruptive events. NOTE: A designated Campus Spokesperson shall be the only person authorized to communicate with the media. This element shall include a drawing or sketch of the site (maintained for "as built" conditions) to indicate gates, emergency vehicle roadways, lay down areas, crane set up positions, exterior hoists, etc. All portions of this element shall be developed to be in accord and cooperation with existing procedures for the campus Environmental Safety and Health department, the campus Security department, and local municipal Fire and Rescue.

3.2.7.1 Incident Notification. Insert the list of personnel with mobile phone, email, position and company information who may be contacted. The ODR and others as directed shall be included in the incident notification process. Depending on potential severity of the incident, notification may be in written and/or verbal form as directed. Incident notification flow shall be as indicated in EXHIBIT K. Indicate specific positions within the campus staff that may be contacted and/or involved in the notification and control process; i.e. site control and utility management. Campus Public Relations (PR) officer shall be the only person authorized to release live or pre-recorded video or written statements to the media. The Contractor shall cooperate with campus PR officer and coordinate media arrangements as directed.

3.2.7.2 Site Security. Insert actions and control measures to prevent intrusion during work and non-work hours. Describe intended controls for perimeter security, gate security, pedestrian crosswalks, protection at public paths through and alongside construction areas, warning signage, etc. Identify special work that may not be performed during regular hours, and will require special precautions. Include descriptive detail for some method of gathering names and probable locations of workers who have not been cleared for safe departure during any type of emergency. Identify the position(s) of all who will possess this information and be prepared to convey critical details quickly to any outside emergency response command that might arrive at the Project.

3.2.8 **Project Trenching, Tunneling and Excavation. Insert soil boring reports, soil classification analysis, site sketch and any other information that may support, explain or clarify the intent of this element. In addition to requirements in the UGC, this element must be stamped and sealed by a Registered Professional Engineer recognized in the State of Texas in the field of Civil or Soils Engineering.**

3.2.9 Drug and Alcohol Impairment. The Contractor, for itself and all Subcontractors, shall have a robust drug and alcohol screening and intervention plan. Insert details of the

Contractor policy for screening both direct employees and Subcontractor employees for the presence of controlled substances, prescription pharmaceuticals, and alcohol. Describe all of the types of testing and confirmation that the Contractor requires and the tolerance thresholds for each substance. This element shall include, as a minimum, a detailed explanation of the following situations and mandatory testing events:

3.2.9.1 **Pre-project entry – Test results conducted within two weeks preceding issuance of badge for Project access. Proof of testing must be documented by company letter with representative name and title, date of testing, location of testing, indicates that testing meets or exceeds the NIDA 5 panel for drugs and DOT for alcohol, name of each tested worker, and results. Results must be negative. Other drug/alcohol testing may be required while working on the project. ANY positive test result requires removal of the worker from the project. Any worker that has been off the project for more than sixty (60) consecutive days must also be retested within the two weeks requirement prior to re-entry.**

3.2.9.2 Post-incident

3.2.9.3 Random selection

3.2.9.4 Suspicion

3.2.10 Concrete (for slip-form, crane bucket, pump truck, cast-in-place)

3.2.11 Confined Space Entry (Permit Required and Restricted Entry)

3.2.12 Crane Operations (for set-up/use requirements and limitations)

3.2.13 Demolition (Mechanical and/or Explosive Blasting)

3.2.14 Electrical Power Service (address power supply and use during construction)

3.2.15 Fall Prevention and Protection (from elevations and at same level)

3.2.16 Hand and Power Tools

3.2.17 High Voltage (“Proximity Work”)

3.2.18 Ladders and Stairs

3.2.19 Lock-out, Tag-out (Energy Isolation for sudden release of any kind of energy)

3.2.20 Respiratory Protection

3.2.21 Safety Inspection

## 3.3 PROJECT SAFETY MEETINGS AND TRAINING

### 3.3.1 Project Initial (Safety Kick-Off) Meeting

3.3.1.1 At any time within, but no later than, fifteen (15) calendar days after the issuance of the Notice to Proceed for Construction Services, the Contractor shall arrange suitable accommodations and the Owner PM or RCM will schedule and chair the meeting. Minimum attendance shall include the Owner PM, Construction Inspector(s), OSR, Contractor's PM, Superintendent, PSC and PSA, and Contractor's Corporate Safety Representative. Additional representatives for the Owner, the Institution, the A/E, the Contractor and local regulatory entities may also attend.

3.3.1.2 The Contractor shall confirm the schedule availability for all non-Owner attendees at least fourteen (14) calendar days prior to the meeting date.

### 3.3.2 Initial Meeting with Subcontractors for acknowledgment of Safety Requirements

3.3.2.1 At any time after the date of intent to award each first tier Subcontract, but prior to commencement of any work, the Contractor shall arrange and chair a documented meeting with Subcontractor to explain safety requirements. Minimum attendance shall include the Owner Construction Inspector(s), Contractor's PM, Superintendent, PSC, PSA, and SSR. Other interested parties for the Owner and Contractor may also attend. Any lower-tier Subcontractors that have been awarded part of the work shall also attend. A copy of Exhibit N to this specification is to be signed by representatives from each subcontractor and submitted to the ODR.

3.3.2.2 In addition to all of the pertinent safety regulations that apply to the portion of the work that the Subcontractor will perform, the Contractor shall clearly state the expectation that safety management of its workers and Sub-tier workers shall be the Subcontractor's responsibility and that failure to adequately manage safety could result in a demand for the removal and replacement of supervisors.

### 3.3.3 Project Safety Orientation Training – All Dedicated Project Workers

3.3.3.1 The PSC or PSA shall conduct formal training to every dedicated project worker who is to be allowed into the construction area(s) without an escort. This duty shall not be delegated. Unless the PSC and/or PSA are bi-lingual, a translator shall be present when there are workers in attendance who do not speak English. Workers and their immediate supervisors shall be required to attend a repetition of the orientation whenever observed behavior indicates a lack of understanding or repeated non-compliance of project safety requirements.

3.3.3.2 The PSC shall review the Safety Orientation Checklist (EXHIBIT D) and incorporate each applicable topic within the presentation**.** The PSC shall develop and administer a process to ensure and demonstrate worker understanding.

3.3.3.3 The PSC shall furnish a photo-identification badge to each dedicated project worker who satisfactorily completes the Project Safety Orientation. The badge will indicate the worker's name, employer, job title, project name, and Owner project number. The badge must be visible at all times that the worker is on the Project and be located above the waist using clip or arm band. Lanyards are prohibited. Failure to maintain the badge will be grounds for removal from the Project. Operator qualifications for specific equipment that can be operated will be identified on the back of the worker's photo identification badge. ID badges shall not be issued to visitors.

3.3.3.4 The PSC shall confirm employer insurance requirements have been met and that all required documentation is on site and has been reviewed and found acceptable prior to start of orientation. PSC shall confirm documented credentials for operators and SSR prior to start of orientation. The PSC shall maintain a site access log to document each successful orientation and any reorientations. The log shall include Project critical information (name, employer, badge number and position).

3.3.4 Daily Job Hazard / Safety Analysis (JH/SA) Training

3.3.4.1 Prior to start of the work for each shift, the SSR shall conduct a meeting with all members of the work crew to explain how the work steps for the shift are to be accomplished. Explanation shall include a discussion of all the work activities that will be performed in the vicinity as well as the work that the crew is expected to accomplish. Explanation shall address all of the recognized risks associated with the task and the hazard controls to be installed or actions to be taken to eliminate or minimize the exposures. Actions to be taken in the event of an emergency shall also be included and documented.

3.3.4.2 **A daily JH/SA shall be produced to document this meeting. (Exhibit M – Mandatory)** It shall contain names and initials of all attendees, name of supervisor (SSR if same), a project specific daily statement of task(s), and any special safety measures or actions that are required to assure elimination or minimization of risk. A copy of the JH/SA shall be reviewed in the field comparing planned and actual work and endorsed by the PSC or PSA prior to work activities and copies of any completed permits shall be clipped to the document. The supervisor's and workers' signatures on the JH/SA shall be understood to also mean a thorough communication of all anticipated hazards and controls has been provided to all workers. A copy of the JH/SA will be posted in the immediate work area (considered to be within 75 feet) until the daily activities are complete. The JH/SA shall be modified as work activities change, warranting additional review and communications to the affected workers throughout the shift. Modified JH/SA must be re-reviewed and endorsed by the PSC or PSA prior to work re-start.

3.3.4.3 Project Management team members (Owner, Contractor and Subcontractor) are expected to attend these JH/SA meetings as frequently as possible to reinforce the Project safety culture.

3.3.5 Project Weekly Subcontractor Safety Representatives Meeting

3.3.5.1 The PSC shall chair a weekly meeting with all SSR(s) to ensure that all are aware of the existing hazards and exposures that should be addressed with each crew. A written agenda (EXHIBIT E), attendance roster, and meeting minutes shall be prepared and maintained at the Project site by the PSC.

3.3.5.2 This meeting shall be exclusively reserved for safety and hazard control issues. Attendance shall be required of all SSR(s) when their employer is actively conducting work operations on the Project. Project Management team members (Owner, Contractor and Subcontractor) are expected to attend these weekly meetings as frequently as possible to reinforce the Project safety culture.

3.3.6 Project Weekly Site Safety ("Tool Box Talk") Meeting

3.3.6.1 All workers on the project site, including site Project Management team members, shall attend a weekly safety Tool Box Talk, which shall be presented in English and all other languages that are natively spoken at the Project. The PSC or PSA may deliver each talk to the entire Project population or each SSR may deliver individual meetings to their specific trade and/or group. The PSC or PSA shall periodically participate and review individual meetings to ensure effectiveness. The PSC or PSA shall collect and maintain copies of all sign-in sheets for every meeting.

3.3.6.2 Meetings shall address appropriate topics for the current and future work operations and current site conditions. In addition, the PSC or PSA shall communicate information regarding statewide safety results discussed during Monthly PSC Conference Calls, inspection results, and other project safety-related topics.

3.3.7 Periodic PSMP Review and Lessons Learned

The Contractor shall work with the Owner to use Lessons Learned to capture significant safety experiences and best practices over the course of the work. The Contractor will work with the Owner to facilitate Lessons Learned at Substantial Completion and will work with Subcontractors to actively participate in Lessons Learned. The Contractor shall develop and distribute any reports that detail findings to the ODR as requested. The PSC shall formally evaluate and update the project safety process and supporting documentation as construction activities dictate, or at least semi-annually to ensure effectiveness and continuous improvement. Modifications after each review shall be submitted to the ODR for review and acceptance.

3.4 SAFETY INSPECTIONS

3.4.1 Daily SafetyNet Inspections

3.4.1.1 Project safety inspections shall be entered into SafetyNet. The OSR(s), Owner PM and CI, PSC and PSA, shall all be recognized users of the Owner's SafetyNet

Program. Other persons such as the Contractor's project management team and the sub-contractor's SSRs are expected to participate in daily project inspections. Information entry into SafetyNet conducted by these individuals shall be through the PSC or PSA.

3.4.1.2 User participation shall include recording of all observations and conditions at the Project (via the Program's menu-driven checklist). Additionally, the PSC shall review on-line reports and respond appropriately, detailing sustainable action(s) taken to correct the identified safety process deficiencies.

3.4.1.3 Each deficient safety observation shall be corrected or controlled immediately. The PSC shall be responsible for reviewing and ensuring proper closure of all unresolved ("open issues") observations. ODR shall concur prior to closure.

3.4.1.4 An OSR will conduct initial training for the PSC understanding and use of the SafetyNet Program. All subsequent training of PSA(s) shall be accomplished by the PSC.

3.4.1.5 At a minimum, a daily SafetyNet inspection shall be conducted by each PSC and PSA on site during the shift. The daily inspection may only record a group of observations within a single work operation, but the accumulated inspections conducted by the PSC and PSA throughout each work week shall reflect a comprehensive report of all operations at the Project. Each inspection shall be entered into SafetyNet within twenty-four (24) hours of the inspection. All inspections for the current month must be entered into SafetyNet no later than the last day of that month.

3.4.1.6 When an OSR conducts an inspection, the PSC and/or PSA shall be available to join in during the walk around. Other Owner users will also require the PSC and/or PSA to participate in the inspections.

3.4.1.7 When the PSC or PSA conducts an inspection, at least one SSR shall join in for the portion of the inspection that addresses the Subcontractor's scope of Work.

3.4.2 Quarterly (documented) Inspection of all tools, rigging, and portable equipment

3.4.2.1 In addition to the required daily equipment inspection by the user, the PSC shall facilitate a documented safety inspection each quarter. Each contractor shall produce and submit a document (EXHIBIT F) that addresses all tools, rigging, and portable equipment within the company's inventory on the Project site. Documentation evidencing inspections shall be maintained by the PSC.

3.4.2.2 This inspection shall include, but not be limited to, the following: Fall Arrest / Restraint Equipment, Rigging, Manufactured Ladders, Job Built Ladders, Power Tools, Electrical Cords, Welding Leads, Hoses, First Aid Kits, AEDs, Atmosphere Monitoring Meters, and Ground Fault Circuit Interrupter devices. Personally owned hand tools are exempt from this inspection procedure, but daily examinations of all portable items prior to start of work shift as prescribed by the equipment manufacturer and/or OSHA standards are not relaxed.

3.4.2.3 For every item that "passes" the quarterly inspection, the SSR must remove the previous quarter's color coding and affix the current quarter's color coding. The PSC shall establish a universal system for the placement of the color coding for each individual piece of equipment identified in Section 3.4.2.2 (i.e., male end of an extension cord, spreader bar on portable step ladder, etc.) Every item removed from service shall be repaired, replaced, destroyed or immediately removed from the Project. The inspection report shall reflect such actions. Inspection reports shall be completed by the SSR and submitted to the PSC prior to use of any new equipment on the Project site and re-inspections before the first calendar day of the beginning of each quarter of the year. Quarterly re-inspections may begin and color coding may be changed anytime during the final one-week period of the previous quarter.

3.4.3 Initial and Annual Inspection of all Cranes and Motor Driven Equipment

3.4.3.1 The PSC shall ensure manufacturer required safety inspections and written certifications for all hoists, cranes, mobile equipment, motorized scissors and aerial lift platforms, motorized stage platforms, generators, and compressors are maintained on the Project.

3.4.3.2 The PSC shall ensure that all equipment inspections are consistent with the manufacturer's requirements. An initial inspection and certification of proper condition shall be transmitted to PSC before a piece of equipment is allowed to commence operations on the Project.

3.4.3.3 The PSC shall ensure all equipment is inspected annually and certified as required prior to initial use. Any equipment that leaves the Project and returns will require re-certification before it shall be allowed to resume operation at the Project.

3.4.4 Inspections by Regulatory Agencies

The PSC or PSA shall notify the ODR immediately of the arrival at the Project site by a representative of a Regulatory Agency (OSHA Compliance Officer, TCEQ Representative, Law Enforcement Officer, etc.), and provide the ODR with a copy of any published findings or citations issued to any employer, and shall ensure that statutory posting requirements are met. PSC shall provide the ODR with a copy of any employer's response to the same findings or citations.

## 3.5 CONTRACTOR RECORDS, INVESTIGATIONS AND REPORTS

3.5.1 Mobile Equipment and Crane Operator Records

Consistent with the requirements of Section 2.10.2, each employer shall submit to the PSC, for each operator, a record of training. The minimum amount of detail as applicable for the specific piece of equipment shall include the following:

3.5.1.1 Pre-start up inspection, travel path issues, and location/set up procedure;

3.5.1.2 Start up, operation, intended use, and shut down (normal and emergency);

3.5.1.3 Equipment Operations Manual, Limit Chart(s), Motor Plate information, equipment capacities and limitations, alarm features, safety stops, seat belts, roll over protection and preventive maintenance;

3.5.1.4 Any additional operational topics as indicated by the equipment manufacturer.

3.5.2 Contractor Monthly Safety Report

3.5.2.1 The PSC shall enter the following project information directly into SafetyNet; total man hours by month, all OSHA recordable and days away from work incidents including descriptions and relevant fields, near misses, first aid rendered, and property and equipment damage. Data shall be entered into SafetyNet no later than the 10th of the month following the reporting period.

3.5.2.2 This information is vital to the Owner's safety benchmarking efforts. Failure to submit the information in a timely manner may result in ODR withholding a portion of the Contractor application for payment, and shall disqualify the Contractor from consideration for safety recognition for the month of failure to submit as required.

3.5.3 Incident Notification, Investigation and Reporting Procedure

3.5.3.1 During the orientation, the PSC shall instruct all workers to immediately report ever incident to their supervisor, even if there is no obvious injury or property damage. Supervisors shall immediately notify the PSC or PSA, who shall immediately notify the ODR of any incident. All Near Miss incidents, First Aid injuries, High Risk Safety Inspection Observations, and other such incidents as directed by the Owner shall be entered into SafetyNet by the PSC. All incidents shall be investigated. The PSC shall lead the efforts and follow a structured incident investigation program. The Contractor and involved subcontractors shall tailor the magnitude and depth of the investigation effort to correspond to the potential, rather than the actual outcome of the incident. Investigation team members shall include safety personnel, project management, line management, affected workers, and consultants as the circumstances dictate. The ODR reserves the right to participate in any incident investigation. The PSC shall develop a Root Cause(s) Analysis report (Exhibit J) that summarizes the incident, identifies the underlying contributing factor(s), determines which process element(s) failed to control the incident, determines which process element(s) will be implemented or improved, and the time needed to take sustainable corrective action(s). PSC shall conduct and submit incident investigation report that supports the Root Cause(s) Analysis in the manner and time as directed by the ODR. The Owner reserves the right to determine the acceptability of the findings. The PSC shall prepare and submit reports that will allow the Owner and Subcontractors to understand findings and any planned changes to the PSMP based on those findings.

3.5.3.2 Incident Responsibilities for Workers and Supervisors

3.5.3.2.1 The PSC or PSA shall cover the information in the Worker Responsibilities (EXHIBIT G) document during the orientation and keep copies to hand out to any worker who appears to have sustained an occupational injury.

3.5.3.2.2 The PSC or PSA shall cover the information in the Supervisor Responsibilities (EXHIBIT H) document during the orientation and keep copies to hand out to any supervisor who informs PSC or PSA that a worker injury has occurred.

3.5.4 Contractor Final Safety Report

3.5.4.1 The PSC shall work with all contributing subcontractors to prepare a Final Safety Report and shall forward to the ODR no later than thirty (30) calendar days after Substantial Completion.

3.5.4.2 Report shall include at least the following items:

3.5.4.2.1 Summary of the PSMP with description of improvement initiatives undertaken during the course of the Project

3.5.4.2.2 Evaluation of the effectiveness of the PSMP, including summary results of assessments performed

3.5.4.2.3 Project safety performance results (leading and trailing indicator measures)

3.5.4.2.4 Project safety lessons learned and best practices

3.5.4.2.5 Summary of Project incidents

3.5.4.2.6 Evaluation of Contractor and all subcontractors overall safety performance

3.5.5 The Contractor shall provide additional reports as requested by the ODR. This may include work force histograms, training documents, safety trending reports, etc.

3.5.6 The PSC shall notify the ODR when a worker is removed from the project for a serious infraction, including any of the following reasons: refusal to take a post incident drug/alcohol screen or a positive result if taken, possession of a prohibited weapon on the project, criminal activity, use of equipment that jeopardizes the safety of any project worker, or fighting on the project. Within forty-eight (48) hours of removal, the PSC shall provide the ODR a brief report of finding(s) that resulted in the worker removal. Report must include the project name and location, the name of the removed worker, the legal name of the worker's employer, the date and time of the incident leading to the removal, and a brief summary of the facts justifying the removal.

## 3.6 CONSTRUCTION OPERATIONS

The following requirements are either in addition to or in the absence of Federal and State regulations. Where conflicts exist, the most stringent directives shall apply.

### 3.6.1 Cranes

3.6.1.1 Tower cranes (including affiliated transformers and power supply equipment) shall be surrounded by at least a sixteen-foot (16') high, 5/8-inch plywood enclosure with a lock-controlled entrance.

3.6.1.2 Operators of cranes shall be trained in the specific make and model of crane and possess certification from a nationally accredited certifying organization.

3.6.1.3 Every crane and piece of hoisting equipment shall be equipped with an anti-two blocking sensor above each lifting block.

3.6.1.4 Unless the crane is equipped with sensors that inform the operator of the weight of the load on the hook and the current wind speed, these measurements shall be determined by other means before commencement of each lift.

3.6.1.5 When outriggers are used on cranes, they shall be fully extended. Float pads shall be landed onto leveled and properly designed and sized slabs or cribbing. Where steel plate is used for cribbing, welded or bolted cleats shall be attached to upper surface to prevent float pads from moving horizontally.

For cranes of up to and including 35-ton capacities, wooden cribbing shall be a minimum of four inches (4") in thickness. For cranes over 35-ton capacities and up to 150-ton capacities, cribbing shall be a minimum of eight inches (8") in thickness. For all cranes up to 150-ton capacity, the minimum size of the surface ("footprint") of the cribbing assembly shall be determined by the following formula: the capacity of the crane (in tons) divided by 5 equals the minimum square footage required. Properly sized circular crib pads are acceptable. Side dimensions for rectangular crib pads shall be equal to each other or differ by no more than one foot. For cranes larger than 150-ton capacities, a qualified person shall design the cribbing. "Sandwich" units of cribbing are allowed as long as the plywood on bottom and on top is at least one inch in thickness.

3.6.1.6 For "Pick and Move" operations, the pick shall be made directly in front of the crane with the boom as near vertical as possible. Move at walking speed with a "spotter" in front of the load and another behind the crane. Guy wire cables that secure the load to the body (to prevent lateral force loading of the boom) of the crane shall be required if the grade slope is more than three (3) degrees or the terrain is uneven. Only rubber-tired cranes shall be allowed to perform this operation without a "critical lift" plan and the load must be under fifty percent (50%) of the "on rubber" chart limit.

3.6.1.7 Critical Lifts shall include, but not be limited to: (1) Tandem Lifts, (2) Lifts greater than seventy-five (75%) percent of Load Chart, (3) Crane Suspended Personnel Hoists, (4) Non-Conventional Outrigger placements and (5) "Blind" picks and/or placements. All of these events shall require submittal of custom designed plans by qualified persons. The PSC is responsible for review and acceptance prior to planned lifts.

3.6.1.8 **Multiple lift operations ("Christmas Treeing") shall not be permitted.**

3.6.1.9 **All crane operators on rigs rated for more than five (5) tons of capacity shall submit to a physical examination prior to conducting any work on the Project and, if still on the Project, at least every twelve (12) months thereafter.** The physician's written declaration of fitness shall be submitted to and maintained by the PSC in the Project files.

3.6.1.10 Only the designated rigger and/or signal persons shall issue lift instructions to the operator. The only exception shall be an emergency stop signal, which may be delivered by anyone on the Project who knows how to alert the operator.

3.6.1.11 All loads lifted more than six feet (6') above ground elevation shall have a tag line attached that is long enough to allow control of load spin without placing any part of the body directly below the load. When "shake out" hooks are used, the load must never be elevated above five feet (5') over the surrounding surface and workers must stay at least five feet (5') horizontally away from the suspended load.

3.6.1.12 For any load that may be elevated and the travel path may impact any worker, a means for worker notification must be in place. The crane operator may perform this notification by horn if the load can be seen at all times. If the crane operator may lose sight of the load at any time, notification must be made by a designated individual who can maintain sight of the load. Notification must be accomplished by some means that attracts the attention of all workers and ensures that the workers are not directly below the load being moved.

3.6.1.13 **Any erection or dismantle of a tower crane will only be done while activities are monitored by a crane consultant provided by the Owner. Prior to any operation, the tower crane erection/dismantle contractor shall provide a detailed plan for the work. Details of the plan must include at a minimum, all elements in Exhibit L, and the plan must be provided to the ODR as required. The ODR reserves the right to determine acceptability of the information provided. Submission of this plan in no way relieves the Contractor from ensuring all documentation is provided, reviewed for accuracy based on the planned task(s), ensuring that the work is pre-planned and communicated to all affected workers, all workers are properly trained to perform their tasks, and that all work is done according to the agreed to plan. The PSC is responsible for the review and acceptance for the Contractor.**

3.6.2 Demolition

3.6.2.1 Maintain clearly marked and well-illuminated egress paths at all times.

3.6.2.2 Maintain barricades and signage that isolates impacted areas to prevent entry by other trades and members of the public.

3.6.2.3 Removal of materials and trash from elevated locations must be controlled. Materials, scraps or waste shall never be allowed to free-fall from a height greater than ten feet (10'). Items that may be caught by wind and carried horizontally shall never be allowed to drop freely from any distance. If items are allowed to be dropped freely (unless as indicated previously), a person shall be stationed at the landing elevation at a safe distance to warn others away from the operation, and the landing area shall be surrounded by fence type barricade placed at least six feet (6') outside of the expected landing area. Wall openings that may be located vertically between the material drop point and the expected landing area shall be securely covered and marked from inside. Anything that is to move downward at a distance greater than ten feet (10') or is capable of sailing horizontally shall be contained within a chute or controlled by hoist.

3.6.2.4 Unless the Contract documents clearly call for it, the use of explosives for demolition is prohibited.

3.6.3 Electrical Power

3.6.3.1 Ground Fault Circuit Interruption (GFCI) shall be the primary protection from exposure to electrical current for all workers on the Project. Only exit lighting and medium-high (greater than 240) voltage service will not be GFCI protected.

3.6.3.2 All strings of temporary lights shall be fully lamped and guarded regardless of height, and shall be continuously maintained. PSC shall ensure that illumination levels are periodically monitored and adequate for the expected work activities in those areas.

3.6.3.3 All receptacles and switches shall have trim plates installed before they are energized.

3.6.3.4 All power distribution panels shall have full covers installed before primary power is brought into the panel. When energized panels are located in open areas, covers shall be locked except when an authorized electrician is working in the immediate area. When panels are located inside separate rooms or closets, automatic closers and automatically locking hardware shall be installed on doors as soon as equipment is energized, and only authorized persons shall be provided a key. Doors shall not be modified to stay open. Warning signs shall be placed in conspicuous locations. Energized electrical rooms shall not be used for material storage or continuous personal occupancy. Locked electrical room or panel doors will not be considered to meet the requirements of a Lock Out / Tag Out program. The Lock Out / Tag Out program in use must ensure that any affected worker has the ability to confirm

equipment being worked on has been de-energized, made safe, and has individual control of the locking device and tag used to control inadvertent startup of the equipment.

3.6.3.5 The employer shall implement and document an overall safety program that directs activities appropriate for the electrical hazards, voltage, energy level, and circuit conditions anticipated.

3.6.3.6 Extension cords used must be a minimum of 12 gauge.

3.6.4 Excavations

3.6.4.1 **Any and all trenching operations that are four (4) feet or more in depth or could result in any worker's upper body being positioned below grade level shall adhere to the requirements of the UGC.** In addition to UGC requirements, every excavation shall require a preliminary meeting with the ODR to determine historical knowledge of existing utilities. Where applicable, a phone call for utility "locates" shall be completed seventy-two (72) hours in advance. "Potholing" and/or hand digging shall be required within three (3) horizontal feet of "located" centerlines, and in areas where knowledge is lacking.

3.6.4.2 The "toe" of spoil piles that are less than four feet (4') in height shall be at least two feet (2') from the edge of any excavation. Spoil piles greater than four feet (4') in height shall add one foot (1') of distance from the excavation for every additional foot in height. Spoils shall be managed to prevent airborne dust.

3.6.4.3 Trench and/or excavations should be backfilled at the end of each shift as applicable.

3.6.4.3.1 When a trench or excavation cannot be backfilled in the same day that it is created, a highly visible fence type barricade shall be erected at a minimum distance of six feet (6') from all approachable edges. All portable means of access shall be removed at the end of each workday.

3.6.4.3.2 Earth ramps that are to be used for walking access shall not exceed twenty percent (20%) in grade slope. Steeper slopes shall be gate controlled for equipment only, and alternate access shall be added for pedestrian traffic.

3.6.5 Fall protection and prevention

3.6.5.1 **Any walking/working surface that is equal to or greater than six feet (6') above the surrounding area shall present an unacceptable fall exposure unless it has all edges (side and ends) protected by an attached guardrail system, fall arrest equipment, fall restraint equipment, fall capture netting, or is blocked off by an adjacent wall. An adjacent wall shall be continuous, structurally sound, and at least thirty-nine (39) vertical inches above the**

**walking/working surface, and within eight (8) horizontal inches from the open edge.**

3.6.5.2 Any employer that will create a fall exposure equal to or greater than six feet (6') shall submit a detailed plan and set of drawings in advance of the operation to indicate how the exposure shall be addressed. The Contractor shall require the plan to contain either "engineered" or conventional fall protection measures for each and every exposure that involves vertical distances equal to or greater than six feet (6'). Any precautionary measure that would allow greater risk than that afforded by a guardrail system, fall restraint equipment, fall arrest equipment, or fall capture netting shall be prohibited. **The use of a "Monitor" is expressly prohibited.** The recognized exemptions/exceptions are as follows:

3.6.5.2.1 Allow work from portable step ladders as long as a "three point" contact is maintained, the ladder is properly positioned, secured from movement, the worker's center of gravity remains between the rails and in front of the feet, and the worker's waist does not extend above the top of the ladder. The height of the worker's feet is limited to twelve feet (12') above the supporting work surface for this exemption/exception.

3.6.5.2.2 Allow work from an extension or straight ladder if the ladder is properly positioned, secured from movement, "three point" contact is maintained, the worker's center of gravity remains between the rails and in front of the feet, and the worker's waist does not extend above the top of the ladder. The height of the worker's feet is limited to twelve feet (12') above the supporting work surface for this exemption/exception.

3.6.5.2.3 **The use of a warning line system is prohibited unless all other means of fall protection have been demonstrated to be infeasible. If infeasibility is demonstrated to the satisfaction of the PSC and the ODR, work may be performed without fall arrest measures while standing on an elevated walking/working surface only if maintaining a distance of at least fifteen (15) horizontal feet from the edge. The unprotected edge shall be clearly identified by posted signage and a warning line erected continuously at a fifteen-foot (15') setback distance.**

3.6.5.2.4 When work is to be performed from a ladder placed near a guardrail system and the ladder can fall toward the leading edge, the safe distance from an unprotected edge shall increase one foot (1') horizontally for each vertical foot that a worker climbs above the surrounding surface. This requirement shall also apply to a ladder that is being placed beside a protected edge. Any leading edge ("controlled access") zone work shall require fall protection arrangements prior to entry.

3.6.5.3 Covers placed over pier holes, and roof or floor openings shall be physically secured and clearly marked with warning message "HOLE COVER - DO NOT REMOVE." Any cover that is too small for legible wording shall be bright orange or red.

3.6.5.4 Job built ramps and bridges shall be surfaced with an abrasive (non-skid) material. Ramps shall comply with ADA slope requirements.

3.6.5.5 Equipment and work operations of any description shall not be permitted to be performed directly above a worker unless adequate overhead protection is provided prior to commencement of the operation.

3.6.5.6 Any tiered contractor that utilizes fall protection equipment in the course of their work shall provide for prompt rescue of a worker in the event of a fall or shall ensure that a worker is able to self – rescue. Specific plans for rescue of workers shall be developed prior to initiating work requiring the use of a personal fall arrest system. The fall protection plan along details for self - rescue as needed shall be submitted to the PSC for review prior to work start.

3.6.6 Fire Protection

3.6.6.1 All floors that have combustible materials present shall be accessible from ground level by a usable stair system (temporary or permanent). For structures greater than three (3) stories in height, fire sprinkler standpipes shall be completed and charged to within two (2) stories, or thirty (30) vertical feet of all floors containing combustible materials. Siamese connection shall be installed at every level to provide access for fire hoses. All fire extinguishers that are not task-specific shall be adequate in number and description to comply with OSHA declared limits for egress points, floor area and travel distances. In multistory buildings, at least one fire extinguisher rated no less than 2A shall be located adjacent to each stairway on each floor. They shall be situated in highly visible locations mounted at a height to facilitate ease of inspection and retrieval for use. All fire extinguishers shall be inspected monthly. Inspections tags shall be attached to each extinguisher and initialed by the inspector after each inspection.

3.6.6.2 All fire extinguishers that are task specific shall be inspected and furnished in advance by the employer that will be conducting the work requiring such firefighting provisions. All work that includes burning, welding, or spark producing of any type shall be defined as “hot work” and shall require the presence of a fire extinguisher, at least one fire watch, and a Hot Work Permit. Fire extinguisher(s) used for “Hot Work” shall be placed within sight of but no more than twenty-five feet (25’) from the perimeter of the task operation and must be of proper size and type for the activity, fully charged, and inspected prior to use. Extinguisher location must be kept clear and accessible at all times during use. Fire extinguishers in use for general project protection shall not be used for this purpose. Refer to WELDING AND BURNING for additional details.

3.6.6.3 No more than twenty-five (25) gallons per floor, of flammable or combustible liquids shall be stored in a room outside of an approved storage cabinet.

3.6.6.4 Only UL approved metal fuel containers with flame arrestor and self-closing spout shall be allowed on the project.

3.6.6.5 Any liquid storage container larger than twenty - five (25) gallons shall be provided with its own secondary containment. Containment must be properly sized and maintained for effectiveness.

3.6.7 Housekeeping

The PSC or PSA shall ensure that the Contractor and all Subcontractors “effectively” clean the Project site continuously throughout each workday. "Effective clean-up" shall daily address all of the following housekeeping issues:

3.6.7.1 All construction waste, trash, and debris shall be placed in designated receptacles. Glass bottles shall not be permitted on the Project site.

3.6.7.2 Stack (or restack) all whole and scrap materials in locations that shall not obstruct a clear pathway nor create a risk for toppling onto a person passing through the area.

3.6.7.3 Place all hoses, cords, cables and wires in locations that prevent them from being damaged by equipment, sharp edges or pinch points and from creating tripping hazards.

3.6.7.4 Secure and effectively cover all materials on roofs or elevated levels that may be displaced by wind or damaged by driving rain or standing water.

3.6.7.5 Restore all signs, barricades, fire extinguishers, guardrails, gates, etc. to proper locations and sound condition.

3.6.7.6 Properly store and secure all flammable and combustible liquids and gases.

3.6.7.7 Collect and place all cut-off or waste pieces of rolling stock, as they are created, into waste or scrap containers.

3.6.7.8 Live rounds that have been ejected from powder-actuated tools shall be immediately placed in designated containers and properly disposed of as recommended by the manufacturer.

3.6.7.9 All puncture and impalement exposures shall be covered or eliminated as soon as they are created. As per ANSI specification, effective covers shall be designed to prevent impalement of a 250-pound body being dropped from a fall of four feet (4’).

3.6.7.10 All aisles, exits, and other parts of the means of egress shall be properly maintained and free of stored material and/or waste at all times.

3.6.8 Ladders

3.6.8.1 **Until such time that two (2) usable stairways are in place, every elevated platform (slab, deck or work surface) shall have at least two (2) remote (considered to be on opposite ends of the work level) ladders for access/egress when the platform is populated by more than three (3) persons. As the population rises above twenty-five (25), additional means of independent access/egress shall be required. A double-cleated ladder may only serve as one (1) independent means of access/egress.**

3.6.8.2 **At the end of each workday, ground access to elevated levels shall be eliminated. This shall be accomplished by removal and storage of all portable and job-built ladders, or installation of a lockable shield that prevents use of the lower rungs.**

3.6.8.3 Portable aluminum ladders shall be prohibited.

3.6.8.4 Extension ladders, straight ladders and job-built ladders shall be secured from movement at the top and the bottom.

3.6.8.5 Physical barricade offset that forces at least one change in walking path direction shall be constructed within a six-foot (6') radius around the upper access points for any ladder's step off landing area. If space does not allow this required offset barricade, another type of physical barricade must be provided at the ladder's step off landing area.

3.6.8.6 All elevated landings shall include a rope hoist (manual or motorized) near the ladder's upper-most access point.

3.6.8.7 Minimum acceptable manufactured step or extension ladder that can be used is an ANSI heavy-duty rating Type IA. All ladders must be inspected daily for condition and set up. All manufacturer installed labels must be maintained in legible condition on all ladders. All ladders must be marked in such a way as to identify the owner.

3.6.9 Medical Assistance and Screening

3.6.9.1 The PSC shall maintain a First Aid Log for all treatment administered on the Project (including any that might later escalate). Each SSR shall report and record details daily.

3.6.9.2 The PSC or PSA and SSR shall transport or accompany any injured worker for initial off-site medical treatment.

3.6.9.3 Drug and Alcohol Screening shall be mandatory for every supervisor and/or worker who sustains or contributes to any incident that involves property damage, worker injury or as directed by the Owner. If impairment or poor judgment appears to be involved in a first aid event, PSC shall direct injured employee to be screened for probable cause.

3.6.9.4 **Minimum requirements for drug screening shall at least match the threshold limits for the NIDA 5-panel protocol and alcohol screening shall at least match the Texas DOT vehicle operator's limit for blood alcohol content. Only negative results are acceptable for employment on the Project. Evidence that testing was performed as required shall be by a letter provided by the employer that includes: name of employer and representative, date of testing, name of testing organization, testing criteria that meets or exceeds the above noted levels, name of each worker tested, and results (positive or negative as appropriate).**

3.6.9.5 Screening shall be initiated as soon as possible, but not later than two (2) hours after the incident occurrence. No matter where the worker receives medical treatment, a post incident drug and alcohol test MUST occur at the Project assigned clinic. Any worker's refusal to submit to screening shall be treated in the same manner as a "positive" finding. Any worker who withholds notification of an incident for longer than one (1) hour after the alleged event shall be evaluated by the PSC or PSA, and if declared to be negligent shall be permanently removed from the Project.

3.6.10 Motorized Equipment Operation

3.6.10.1 Where possible, equipment operator cabs shall be locked during non-working hours. Only equipment operators and direct supervisors shall have access to keys.

3.6.10.2 No combustion engine equipment shall be operated in enclosed spaces unless the exhaust is piped to outside air, and "fresh" air is brought into the space to replace the amount being consumed. The PSC shall be responsible for monitoring air quality on the Project when combustible engine equipment is used. This includes generators, welding machines, and compressors as well as mobile equipment.

3.6.10.3 For hose and termination fittings on air compressors, "whip checks" shall be used at all connection points. Emergency automatic shut off valves shall be installed on every discharge fitting of all air compressors that are capable of producing air pressure greater than thirty (30) pounds per square inch.

3.6.10.4 Any equipment that operates by rotating such that a worker can possibly be exposed to a caught between hazard must have the swing radius barricaded to prevent worker entry.

3.6.10.5 Only company vehicles with evidenced company provided insurance are allowed in the construction area while on the project. Parking is only allowed in the Contractor's designated parking area(s).

3.6.10.6 Accessories for all mobile equipment (blades, buckets, forks, etc.) shall be placed in the down position, ignition off, parking brake engaged, and keys removed when the equipment is parked and the operator is no longer on the equipment.

3.6.10.7 If a forklift, crane, or other such mobile lift and carry equipment is being used in an area where the public may be present or in a congested project area where the operator's view may be obstructed, flaggers/spotters will be required as determined by the PSC or PSA.

3.6.11 Public Protection

3.6.11.1 The project boundary perimeter shall be secured from public intrusion by fencing and locked gates.

3.6.11.2 "Attractive nuisance" items such as tower cranes, tall ladders, fire escapes, large excavations, etc. shall require additional and separate security measures.

3.6.11.3 No visitor or member of the public shall enter a construction area without an authorized escort.

3.6.11.4 All visitors to the project must abide by all applicable project safety requirements. Visitors must read and sign the Visitor's General Waiver and Release (Exhibit C) prior to entry to the construction area(s).

3.6.11.5 The Contractor shall be authorized to contact campus police to remove anyone who refuses to abide by Contractor directive to leave the construction area. The ODR shall be notified immediately should this occur.

3.6.12 Sanitary Facilities

3.6.12.1 The Contractor shall provide at least one (1) toilet facility per twelve (12) workers (separate count per gender) at the Project site; and shall pump, clean and re-supply at least once per week to maintain sanitary conditions. When average temperatures during daylight hours exceed 85 degrees, pump outs shall occur at least twice per week. When female workers are present at the site, toilets designed and designated for their exclusive use shall be clearly marked. Toilets located in project management office trailers and used by office support staff shall not be considered to meet this requirement unless by written consent of the ODR.

3.6.12.2 On all projects that are four (4) stories in height or greater, sanitary facilities shall be furnished on ground level and every third level (maximum 45 vertical feet).

3.6.12.3 The Contractor shall provide and maintain hand washing and sanitizing facilities sufficient in numbers and locations as to support the toilet facilities indicated in Section 3.6.12.1 and 3.6.12.2.

3.6.12.4 The use of any Owner toilet facility is strictly prohibited unless by written consent of the ODR.

3.6.13 Scaffolding

3.6.13.1 Each ground-supported scaffold shall bear a shift inspection tag (initialed and dated by the competent person for each company that requires use of the scaffold) to indicate the status of the scaffold (green tag means completely safe and red tag means specific precautions required, or not safe/do not use). For suspended scaffold, inspection tags shall also be placed on the outriggers as well as the work platform. The PSC shall purchase and control a universal system to be used by all employers at the Project site. Training with supporting documentation shall be required for all workers on the Project who will climb onto any kind of scaffolding. The PSC shall furnish tags, and ensure that all applicable workers understand the procedure. This requirement shall apply to all scaffolds.

3.6.13.2 Mudsills and surrounding areas at the base of ground-supported scaffolds shall be maintained in a well-dressed and level condition. Scaffold foot plates (or casters) shall be installed on the legs of all ground level frame sections and shall be visible for inspection at all times. Diagonal braces shall be included in every scaffold section as is practically possible. Every walking/working level shall be fully planked and kick-off protection shall be included along open sides and ends. Overhead protection shall be constructed where walk-though passages are allowed. Mudsills shall be at least 2”x12” in one-foot lengths with foot place centered and nailed in two corners.

3.6.13.3 Brakes on rolling scaffolds shall be secure at all times, except when the scaffold is being moved. Workers shall not be allowed on the platform when a scaffold is being moved. Rolling scaffolds should be used on solid, unobstructed, and flat floor surfaces only.

3.6.13.4 **Workers in any type of aerial lift including man lift or scissor lift shall be provided with a means to be secured (restraint or maximum 6 ft. SRL) to the lift so that movement is limited to the floor of an elevated lift. No worker shall be allowed to stand on the toe board or rail of the lift. No lift shall be modified to allow the operator to stand above the floor. No worker shall be allowed to exit an elevated lift.**

3.6.13.5 Stilts shall be inspected daily by the equipment user and maintained properly. Surfaces on which stilts will be used must be dry, flat, and free of pits, holes and obstructions such as debris, as well as other slip, trip and fall hazards. When a worker is using stilts in an area where a guardrail system is used for fall protection, the guardrail system must be increased in height by an amount equal to or greater than the height of the stilts being used. **A rigid platform at a height equal to or greater than the height of the stilts shall be used for mounting/dismounting stilts. The platform must be wide and deep enough to sit comfortably, be stable, and be secured from movement while in use. The platform must be kept clear,**

**accessible, and within the immediate work area (considered to be within 75 ft.) while stilts are in use. Stepladders or makeshift platforms cannot be used for this requirement.**

3.6.14 Stairs

3.6.14.1 Properly designed and built stair and landing units shall be placed at access doors for every Project office and storage trailer prior to use. Per ANSI requirements, the landing outside each door of any office trailer shall be no greater than one quarter inch (1/4") below the threshold and the unobstructed (standing) area outside the swing radius shall be no less than twenty-two inches (22"). Fire and Life Safety Code (NFPA) and ADA requirements shall also be satisfied as they apply. Ramps or connecting decks may be installed to satisfy this requirement.

3.6.14.2 For incomplete permanent stair sections, at least the bottom four (4) risers and upper entry points for each floor shall be physically blocked with a hard barricade and marked "INCOMPLETE – DO NOT USE." Until a complete section is made acceptable for general use, the barricades and signs for that section shall be maintained. Once permanent stairs are put into service for general use, no less than two (2) stairs must be maintained as open and accessible from the uppermost floor to ground level at all times. To be considered usable, all treads and landings must be filled to the top of the pan and handrails must be in place. If any previously available stair(s) will be blocked during the workday, all impacted workers must be notified and the alternate means of access/egress communicated prior to that day's work start.

3.6.15 Project Service Water

3.6.15.1 Potable Water: Potable water shall comply with city and community health requirements.

3.6.15.2 Non-potable Water: Water storage containers, hose bibs and faucets shall be posted in English and Spanish "DANGER – DO NOT DRINK or WASH."

3.6.16 Welding and Burning

3.6.16.1 Splices, taps, welds and/or burning operations that may produce sparks, slag or hot scraps shall require "Hot-Work" or "Burn" Permits (daily or per shift). "Burn Permit" shall be issued by the PSC. The SSR shall submit completed permit in advance of the work to the PSC for acceptance. One copy of the accepted permit shall be posted by the SSR in the immediate area of the operation. At the conclusion of the work and successful completion of the smolder/re-kindle watch, a copy of the expended permit shall be signed off and returned to and filed by the PSC. If the campus Environmental Health and Safety group wishes to be involved in the process (provision of permit and/or pre-inspection of the permit space), the Contractor shall accommodate these wishes. The PSC will also issue work specific permit daily or per shift. The PSC shall ensure that all Hot Work will be provided with at least a fire

watcher(s), fire extinguisher(s), and proper spark, slag, or hot scrap containment measures. If the work produces intense light, permit shall also contain requirement for screens to protect others from flash burns.

3.6.16.2 Oxygen and fuel gas cylinders shall not be stored together, including on bottle carts, but shall be separated by at least twenty (20) feet and properly secured from movement. At the end of any cutting operation and/or any shift, bottles must be removed from carts. Hoses and gauges shall be removed and caps restored onto cylinders.

3.6.16.3 Anti-flashback arrestors shall be installed at the pressure regulator gauges of all Oxy-Acetylene cutting rigs, even if the torch is equipped with a built-in arrestor.

3.6.16.4 Fire watcher(s) shall be posted at every operation that produces sparks, flames or sufficient heat to create an ignition or to fall onto another level. If multiple activities are no more than twenty (20) feet apart and all activities can be seen at all times, a single fire watch can be utilized. This allowance must be noted on the Hot Work permit. All fire watchers shall be trained in the use of extinguishers, shall keep other people from entering exposure areas, and shall not be assigned other duties until the rekindling possibility ("smolder/re-kindle watch") is over. When sparks, slag, or fire cannot be controlled at the source and may fall to a different level, a separate fire watch shall monitor each level directly below the work (including exterior locations).

3.6.16.5 Heater boxes for welding electrodes shall have a manufacturer's label that certifies the purpose of the unit. Job-built heaters shall be prohibited.

3.6.16.6 The unused stubs of welding electrodes (“rod butts”) shall be collected and placed in proper disposal containers (i.e. metal bucket with sand or water) as soon as each one is expended. Whenever operation is idle, electrode shall be removed from stinger.

3.6.16.7 Welding operations shall not be allowed to present an opportunity for flash burn exposures to the eyes of any workers in the vicinity. All welding operations shall provide appropriate screening measures, erected in advance to contain the high energy light.

## 3.7 REQUEST FOR SAFETY VARIANCE

If the Project conditions present a situation that will not allow compliance with any portion of this Section, the Contractor shall submit a Request for Safety Variance (EXHIBIT I) to the ODR. The Request for Safety Variance must provide sufficient detail(s) regarding the action(s) to be taken that will provide a measure of safety that is equal to or exceeds the stated requirement. Until the variance is approved and signed by the ODR, compliance with this Section is required.

EXHIBIT Attachments:

- EXHIBIT A Anticipated Construction Project Hazards – Checklist submittal
- EXHIBIT B Hot Work Burning/Welding Permit – Project file document
- EXHIBIT C Visitor's General Waiver and Release – Contractor submittal
- EXHIBIT D Project Safety Orientation Checklist – Project file document
- EXHIBIT E Subcontractor Safety Representatives Weekly Meeting Agenda - Template
- EXHIBIT F Quarterly Equipment Inspection Report – Project file document
- EXHIBIT G Worker Guide for Reporting Injury - Handout
- EXHIBIT H Supervisor Guide for Management of Worker Injury - Handout
- EXHIBIT I Request for Safety Variance – Contractor submittal
- EXHIBIT J Root Cause Analysis
- EXHIBIT K Incident Notification Flow Chart
- EXHIBIT L Tower Crane Assembly/Disassembly Documentation
- EXHIBIT M Job Hazard Analysis Form (Mandatory)
- EXHIBIT N Safety Specification 01 35 23 Contractor Acknowledgement Statement

END OF SECTION 01 35 23

**EXHIBIT A** **CONTRACTOR SUBMITTAL TO OWNER – CHECKLIST**

**The University of Texas System – Construction Project Safety**

## ANTICIPATED CONSTRUCTION PROJECT HAZARDS

| CIP (Owner's Project) # | Project Name | Date |
|---|---|---|
| | | |

| No | Yes | Issue | Timing for appearances & ID for Subcontractor JH/SA's |
|---|---|---|---|
| | | **General Health Exposures** | |
| | | Noise, Illumination, Lasers and X-ray | |
| | | Dusts, Mists, Vapors, Gases | |
| | | Chemical exposures | |
| | | Proximity to public and/or traffic | |
| | | Existing geography/ extreme weather | |
| | | **Electrical Exposures** | |
| | | Overhead power lines in area | |
| | | High Voltage (∃ 600 volts) | |
| | | Hot taps and/or Double fed circuits | |
| | | **Excavations** | |
| | | Tunnels and/or Jack and Bore | |
| | | Maximum estimated trench depth | |
| | | Maximum estimated pier sizes | |
| | | Existing underground services | |
| | | Proximity to streets or buildings | |
| | | **Elevated Fall Exposures** | |
| | | Excavations and piers | |
| | | Structural erection (steel/precast) | |
| | | Building exterior | |
| | | Stairwell/ Chase/Elevator Shaft | |

| | | | |
|---|---|---|---|
| | | Roof (note steep or low slope) | |

| | | | |
|---|---|---|---|
| **Cranes/ Hoists/ Derricks** | | | |
| | | Pier Drilling/ Pile Driving | |
| | | Exterior Hoists (Elevators) | |
| | | Mobile Cranes (track and rubber tire) | |
| | | Tower Cranes | |
| | | Critical lifts | |
| **Tools and Equipment** | | | |
| | | Powder Actuated | |
| | | Pneumatics or High Torque power tools | |
| | | Generators and Compressors | |
| **Motor-Driven Equipment** | | | |
| | | Earth moving equipment | |
| | | Lift Platforms (articulating and/or scissor) | |
| | | Industrial trucks (fork lifts) | |
| | | Bulk fuel storage area | |
| **Demolition** | | | |
| | | Structural, Explosive or Mechanical | |
| | | Jackhammers and power cutting | |
| **Scaffolding** | | | |
| | | Ground supported (static and/or motorized) | |
| | | Suspended | |
| **Welding and Burning** | | | |
| | | Types and Locations | |
| **Confined Space** | | | |
| | | Permit required and/or not required | |

**EXHIBIT B** **CONTRACTOR DECISION MATRIX – GUIDELINE**

**The University of Texas System – Construction Project Safety**

**HOT WORK (BURNING/WELDING) PERMIT**
**(ONE COPY MUST BE POSTED IN THE VICINITY OF THE WORK)**

| | | |
|---|---|---|
| CIP Number | | Request Date: |
| UT Campus / Institution | | |
| Project Name | | |
| Requesting Company | | |
| Responsible Supervisor | | |
| Work Location | | |
| General Description of Work Tasks | | |

| **ISSUES AND/OR PREVENTION MEASURES** | **DESCRIPTION** |
|---|---|
| Dedicated Fire Extinguisher(s) | |
| Special Suppression Equipment | |
| Fire Blankets/Equipment Shielding | |
| Flash Burn (Eye Safety) Screening | |
| Fire Watch Position(s) | |
| Existing Sprinklers Disabled | |
| **OTHER CONSIDERATIONS:** | |
| | |
| | |

**NOTES:**

1. All permits are good for one (1) shift only.
2. Unless a specific task requires a **LONGER** time period, fire watch positions must also conduct a smolder-rekindle watch for at least THIRTY (30) MINUTES after the burning/welding operation is completed.

3. If the work moves from one area to another during a single shift, the permit must accompany the move and all task areas must be identified on the permit.
4. After the work is completed, the permit must be initialed by the RESPONSIBLE SUPERVISOR (below) and a copy must then be forwarded to the Prime (Controlling) Contractor within one (1) work day.

If unexpected events during the work led to modified plan, place initials in appropriate box: ☐ **NO** ☐ **YES**
If **YES**, describe the unexpected events and the subsequent actions.

| |
|---|
| |
| |
| |

**Visitor's General Waiver and Release**
**The University of Texas System (Owner)**

Visitor Name (Printed): _____

Company / Group Affiliation: _____

Project Name: _____

Project Number: _____ Campus: _____

General Contractor: _____

Project Safety Coordinator Name (Printed): _____

On behalf of The University of Texas (Owner) and the General Contractor, we welcome you to the project. Construction projects can be dangerous and hazardous to employees and visitors alike. Upon entering the site, you must exercise extra care to adhere to safety protocols and instructions from knowledgeable construction professionals.

Initials _____ I acknowledge that I will observe and follow all safety procedures, including any warning signs or safety instructions posted on or about the premises. In addition, I acknowledge that proper safety vests, hard hats and safety glasses have been provided to me for my visit. I am wearing closed toed shoes that the Project Safety Coordinator has acknowledged will be appropriate for my visitation.

Initials _____ I hereby waive, release and hold harmless, as well as forever discharge, The University of Texas System, the General Contractor and all subcontractors, their agents and employees from all claims which I, or my heirs, executors or administrators shall or may have, because of bodily injury or death to me or damage to my property resulting from any act or omission of the Released Parties. I AM NOT AGREEING, HOWEVER, TO RELEASE THE RELEASED PARTIES FROM GROSS NEGLIGENCE.

Initials: _____ I hereby agree to indemnify, defend and hold harmless the Released Parties for any bodily injury, death or damage to other persons or property caused by my acts or omissions while visiting the project.

Initials: _____ I, the undersigned, acknowledge that I (1) have requested permission from the Owner and General Contractor to visit the Project Site; 2) have executed this Waiver and Release as a condition of and in consideration for being permitted by Owner and General Contractor to visit the project Site; and 3) agree to exercise extreme care while on the Project Site and to comply with all safety rules and requirements of the Owner and General Contractor.

Visitor Signature: _____ Date: _____

Project Safety Coordinator Signature: _____

| **EXHIBIT D** | **CONTRACTOR CHECKLIST – TRAINING DOCUMENT** |
|---|---|

**The University of Texas System – Construction Project Safety**

| **PROJECT SAFETY ORIENTATION** | |
|---|---|
| OFPC Project #: | Date of Safety Orientation Training: |
| OFPC Project Name: | |
| Trainer's Name: | |

| Contractor/Employer's Company Name: |
|---|

**INSTRUCTIONS**: *Place a* ☑ *mark in the box to the right of each topic as it is discussed.*

| | | | |
|---|---|---|---|
| 1- | Review General Purpose of Rules | | |
| | a. | Do NOT work alone – stay in contact | |
| 2- | Personal Protective Equipment (PPE) | | |
| | Purpose, use, storage and care of: | | |
| | a | Safety Helmets (Hard Hats) | |
| | b | Basic Eye Protection | |
| | c | Additional Eye/Face Protection | |
| | d | Feet/Hands/Clothing Protection | |
| | e | Respiratory Protection | |
| | f | Hearing Protection | |
| | g | Fall Protection | |
| | h | Special Protection issues | |
| 3- | Hazard Communication (aka Right to Know) | | |
| | a | General Plan | |
| | b | Major Chemical hazards on-site: | |
| NAME | | | |
| NAME | | | |
| NAME | | | |
| NAME | | | |
| | c | Hazard Labels | |
| | d | Safety Data Sheet (SDS) | |
| | e | Location of SDS | |
| | f | Safe Task Training requirements | |
| 4- | Emergency Equipment (location and use) | | |
| | a | First Aid Station and AED | |
| | b | Fire Extinguisher | |
| | c | Eye Wash/Shower Stations | |
| 5- | Emergency Procedures | | |
| | a | Medical/ Injury incident | |
| | b | Fire incident | |
| | c | Weather/ Evacuate | |
| | d | Violence, Protest, Spill, Explosion | |

| | | | |
|---|---|---|---|
| 7- | Daily Issues | | |
| | a | Housekeeping | |
| ITEM | | Slippery surfaces and Trip hazards | |
| ITEM | | Visual obstructions to emergency equipment | |
| ITEM | | Blocked Exit paths | |
| ITEM | | Emergency Roadways | |
| ITEM | | Trash = Vermin/Fire hazards | |
| ITEM | | Puncture/Impalement hazards | |
| ITEM | | Unstable Stacks of materials | |
| | b | Manual Lifting | |
| | c | Ladders and Stairs | |
| | d | Scaffolding (frame and suspended) | |
| | e | Tools and Portable equipment | |
| | f | GFCI/Electrical power | |
| | g | Surface and ground conditions | |
| | h | Overhead exposures | |
| 8- | Motorized Equipment Operations | | |
| | a | Mobile equipment (uses and alarms) | |
| | b | Crane and Rigging Operations | |
| | c | Lift platform equipment | |
| | d | Hoists/ Exterior Elevators | |
| | e | Company/ Personal Vehicles | |
| 9- | Special Operations (with and w/out permit) | | |
| | a | Excavations | |
| | b | Concrete pour and place | |
| | c | Steel and Precast erection | |
| | d | Decking and roofing | |
| | e | Lock/Tag out of Energized Systems | |
| | f | Hot work and Burn Permits | |
| | g | Scaffold erection/dismantle and use | |
| | h | Critical shutdown | |
| 10- | Miscellaneous Issues | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 6- | Incident Notification/Reporting | | | | a | Parking, Smoking, Harassment | |
| | a | Tell Supervisor Immediately | | | b | Signs, Barricades, Handrails | |
| | b | Help –OR- stay out of the way | | | c | Traffic, Pedestrians, Neighbors | |
| | c | Give a statement of facts | | | d | Drugs and Alcohol | |
| | d | Assist investigation | | | e | Meetings, Badges, Incentives | |
| | e | Report Unsafe acts and conditions | | | f | Enforcement | |

**I understand that this training is designed to help me make safe decisions and act to reduce risks.**

Employee Name (print)

Employee Signature

**EXHIBIT E CONTRACTOR TEMPLATE – FILE DOCUMENT**

**The University of Texas System – Construction Project Safety**

## SAFETY REPRESENTATIVES WEEKLY MEETING AGENDA

- Sign in and introduction of any new Subcontractor Safety Representatives
- Read minutes from last meeting and vote final adjustments before filing into record

Past (Old Business):

1. Discuss investigations (findings and conclusions) from recent past incidents.

2. If the Project has a safety committee, have someone from the committee report the safety conditions and behaviors noted in the past week.

3. Review safety issues/conditions identified during Project Safety Coordinator's weekly safety inspection or third-party inspection.

4. Discuss any pending claims (worker injury or general liability). Review claims handling procedures.

5. Discuss trends identified regarding claims or safety performance.

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Present (Current and New Business):

6. Review the activities for the week ahead. Identify particular safety concerns and issues. Develop actions to control identified hazards.

7. Review any SDS for potential exposure warnings that pertain to upcoming operations.

8. Review specific PSMP elements and/or requirements.

9. Safety suggestions.

10. Open forum for general Q and A.

11. Announcements

    - Subcontracts that are concluding – need final look at their areas
    - Upcoming safety recognition events
    - Upcoming training opportunities
    - Upcoming professional safety seminars or workshops
    - Names of workers who are not permitted to return to Project
    - Time and date of next meeting
    - Next week's mandatory topic for the Weekly Tool Box talk

**EXHIBIT F SUBCONTRACTOR SUBMITTAL – FILE DOCUMENT**

**The University of Texas System – Construction Project Safety**

## QUARTERLY EQUIPMENT INSPECTION REPORT

| Quarterly Color Codes: | (1st) White | (2nd) Green | (3rd) Red | (4th) Orange |
|---|---|---|---|---|

| | | | |
|---|---|---|---|
| Project Number | | **Date of Report** | |
| Project Name | | | |
| Contractor | | | |
| Employer Name | | | |
| Inspector's Name | | | |

| **INSTRUCTIONS:** |
|---|
| 1. Use one line to identify each type of portable equipment on Project. |
| 2. Use a "check" mark to indicate pertinent categories for each line item. |
| 3. Use an "N/A" mark to indicate non-applicable categories for each line item. |
| 4. Use "Qty." column to indicate total number for each item inspected. |
| 5. Use "Comments" area to describe items removed for repair and/or discarded. |
| 6. Complete this process within final fourteen (14) calendar days of each quarter. |
| 7. Items that enter or return to Project during quarter must first be re-inspected. |

| **Portable Equipment Items** | **Qty.** | Insulation intact and cords undamaged | Clean, no electrical shorts, good polarity | Labels in place and legible | All parts present and undamaged | No excessive wear or corrosion | No deformity or sign of excessive strain | Safety feature(s) intact and working | Warning alarms operating properly |
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| **Comments:** |
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| |

I certify that all of the portable items on this Project at the beginning of this quarter have been inspected and certified or removed from service.

Signature of Inspector

Date of Report

Distribution: Employer's Project file ☐ Contractor's Project file ☐

## EXHIBIT G CONTRACTOR INFORMATION – WORKER HANDOUT

### The University of Texas System – Construction Project Safety

## WORKER GUIDE FOR REPORTING INJURY

- **WORKERS MUST IMMEDIATELY REPORT** all injuries (no matter how minor) to a supervisor.

- The supervisor will report the incident to the Contractor and take care of all paperwork.

- The worker's SSR will drive the injured employee to the clinic to guarantee safe transport and to secure swift and complete medical attention.

- The doctor may prescribe written "orders" for medical restrictions. The supervisor must then assign temporary duties that fit the restrictions ("Light Duty"). This guarantees the worker a full paycheck while the injury heals.

- The worker's SSR will drive the injured worker back to the Project and make arrangements with the employer to get the worker and personal vehicle home by a safe method.

- Injured employees must follow the doctor's "orders" and comply with work restrictions – **at home and at work**. Employers must allow reasonable times for visits to the doctor and to therapy sessions. Normally, sessions can be scheduled during non-work hours.

- The insurance company may contact the injured employee to discover how the doctor and the employer are planning to treat the injury and the recovery. Injured workers should share any personal details that might help the agent understand the situation. If anything needs to be changed in order to help the recovery process, the agent will contact the proper people to make it happen.

- The insurance company will pay the medical bills for injuries on this Project. Workers should never pay any medical bills for an injury that is related to work. If there are any questions, talk to a supervisor and/or the Project Safety Coordinator for the Contractor.

**SPECIAL WARNING TO USERS AND ABUSERS** (of alcohol and other controlled substances):
No matter where a worker receives medical care, the treatment will include a drug and alcohol test. Workers who are injured as a result of impairment from alcohol or non-prescribed drugs will lose the guarantee that all medical treatment will be covered by insurance. Also, they will not be allowed to return to work on any UT System Project.

**EXHIBIT H CONTRACTOR INFORMATION – SUPERVISOR HANDOUT**

**The University of Texas System – Construction Project Safety**

**SUPERVISOR GUIDE FOR MANAGEMENT OF WORKER INJURY**

1. Workers must **IMMEDIATELY REPORT** all injuries (no matter how minor they appear at the time of the incident) to a supervisor (foreman, general foreman, superintendent, etc.).

2. The supervisor must **IMMEDIATELY REPORT** any injury to the Contractor's Project Superintendent or Safety Coordinator. Improper and/or late reporting of injuries will result in Owner directed recovery charges as described in the Contract.

3. The supervisor must then escort the injured employee to the Contractor's Project office (**except when the injury requires an ambulance or emergency response**).

4. The Contractor's Project Safety Coordinator (PSC) shall retrieve 5 documents from the Project Safety Files as follows:
   a. The form (Authorization for Medical Treatment) that guarantees quickest medical response at the clinic b. A map that shows the best route to the clinic
   c. A copy of the Return to Work Policy from the employer of the injured worker
   d. A "First Report of Injury" form to furnish the insurance company with the necessary information to start a claim and pay medical bills
   e. A "Bona Fide Offer of Employment" form to guarantee suitable employment for medically restricted workers

5. The worker's SSR will drive the injured employee to the clinic to guarantee safe transport and present the "Authorization to Treat" form to obtain swift response. This form will also notify the clinic that a test for drugs and alcohol is required. If the injured worker is transported elsewhere, the Contractor shall also notify the insurer. The supervisor shall also be at the clinic to respond to questions from the physician.

6. After the doctor has completed the examination and all required medical care, the worker's SSR and the worker shall meet with the doctor to accomplish three objectives:
   a. Review the injury and discover the need for any additional medical assistance.
   b. Discuss suitable Return to Work positions to accommodate any medical restrictions.
   c. Present the worker with a "Bona Fide Offer of Employment" form to guarantee continuing employment and to guarantee work tasks that will not exceed prescribed medical restrictions.

7. The worker's SSR shall then drive the worker back to the Project and shall make suitable arrangements to get the worker and personal vehicle home at the end of the day. If the doctor has written a prescription that contains orders for medical restrictions, the worker must be assigned to ("Light Duty") tasks that meet the restrictions. This presents a "win-win" for all involved as follows:
   a. The injured worker will continue to draw his/her full paycheck.
   b. The employer will be able to keep its insurance rating as competitive as possible.
   c. The insurance provider will be able to keep the costs of medical claims as low as possible.

8. The SSR must promote three issues to quickly and completely restore health:
   a. Maintain awareness of medical restrictions, and assign work tasks that do not violate the restrictions.
   b. When contacted by the insurance agent, be candid and share any information that may expedite the physical recovery of the injured worker.
   c. Allow reasonable times for physical therapy (or other medical treatment) and maintain contact with worker.

9. **Zurich** is the insurance company that will pay the medical bills. The Contractor's Project Safety Coordinator will have the contact information to file the required insurance claim.

**SPECIAL NOTE**: No matter where the worker receives medical treatment, a drug and alcohol test MUST occur at the Project assigned clinic. Employers must not allow workers with confirmed drug or alcohol impairment to return to employment on any UT System Project unless the drug is prescribed by a physician and the work assignment can be safely performed.

## EXHIBIT I CONTRACTOR SUBMITTAL TO OWNER - TEMPLATE

### The University of Texas System – Construction Project Safety

## REQUEST FOR VARIANCE

Date of Request:

From: *(insert name of Contractor and name of person signing on behalf of company)*

To: Office of Facilities Planning and Construction – *(insert name of OFPC RCM)*

Project Name: _____

Project Number: _____

We respectfully request a variance from the Contract, Section # 01 35 23 (Project Safety Requirements). We understand that no alteration of safety procedures is to be allowed until formal acceptance is executed by OFPC.

We believe that the following regulation(s) is/are either not practicable or not the best practice for the Project at this time.

*(Insert verbiage that describes the specified regulation.)*
*(Insert description of how and why the existing conditions make the existing regulation less than the safest method for accomplishing the work – convenience is not an acceptable reason.)*
*(Insert the proposed method in sufficient detail to allow a reader to visualize the better plan.)*

Very truly yours,

_____ _____
*Signature* *Position*

---

On behalf of the Board of Regents of The University of Texas System, Contractor's request is:

ACCEPTED ☐ DENIED ☐

_____ _____
*Printed name* *Signature*

Request reviewed by OFPC Regional Program Manager

_____ _____
*Printed Name* *Signature*

Request reviewed by OFPC Resident Construction Manager

*Note: This variance as reviewed is understood to be for this scope of work and this project only. It is further understood that this variance is not portable as it relates to any other OFPC Project.

Cc: OFPC Safety Analyst - Austin

**EXHIBIT J** **ROOT CAUSE ANALYSIS FORM**

# Root Cause Analysis

OFPC Project Name_____

Name of Incident_____

OFPC Project Number _____

Date of Incident _____

Employee Injury? ☐ No ☐Yes If yes, list employee name_____

Date of RCA _____ If revising, date of revision_____Revision No._____

Contractor _____ Subcontractor (if applicable)_____

**This RCA is due to:**

☐ Injury, ☐ Level "A" Safety Deficiency, ☐ Property Damage, ☐ Other Incidents as directed by the Owner

**Identify all underlying contributing factors to reduce potential for recurrence of same type incident. Remember:**

- ✓ Worker's actions made sense to that person at the time (circumstances & perceptions)
- ✓ Understand the thought process behind the decisions that were made at the time
- ✓ Look beyond the individuals involved to uncover systemic contributing risk factors ✓ Break the blame cycle (culture must value honest reporting - learning organization) ✓ Find error precursors & flawed or missing defenses or processes that led to incident

**The Root Cause Analysis investigation should thoroughly address these questions:**

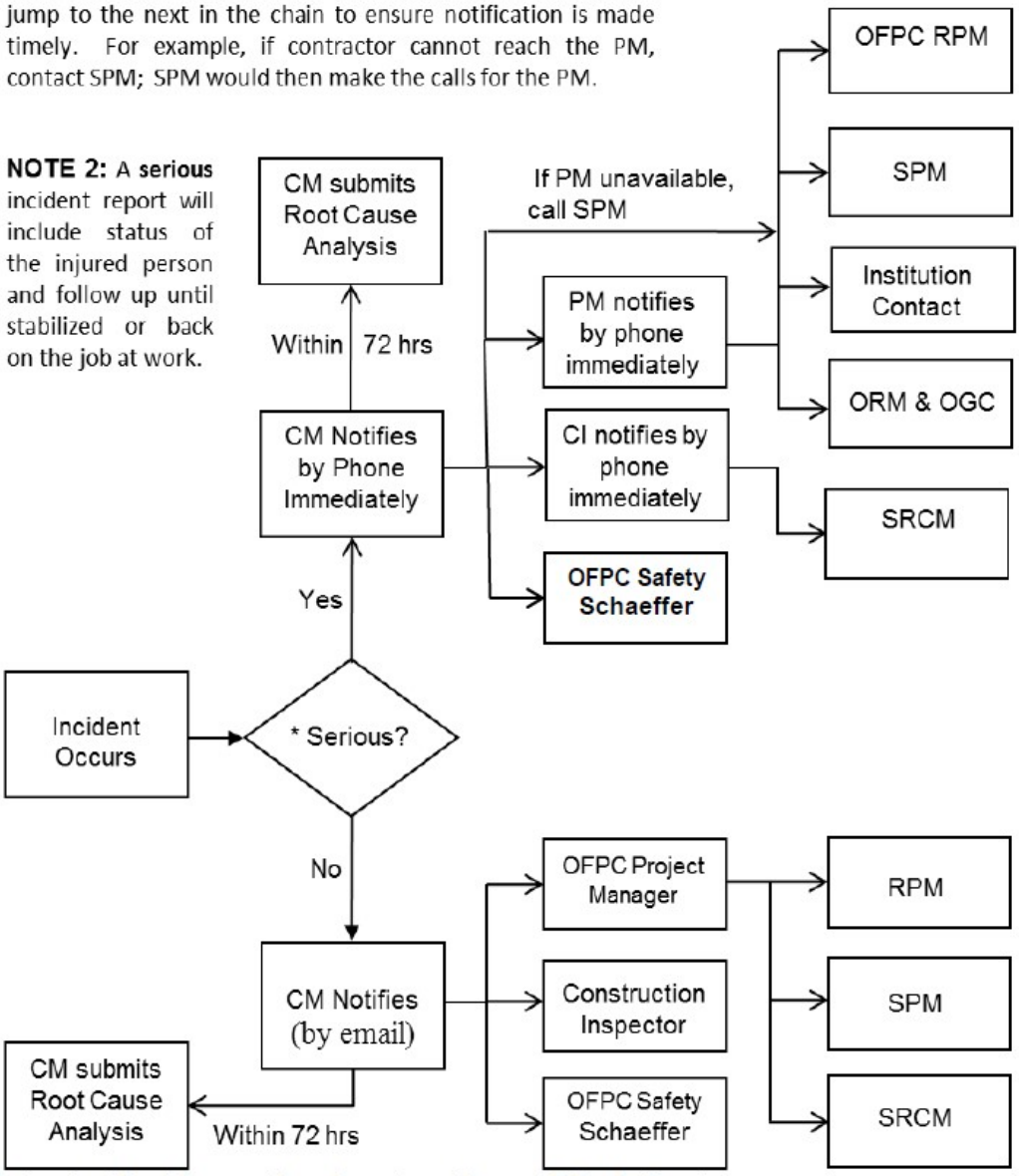
1. Was the incident controlled and limited so that all workers and the project were made safe post - incident? What was done?
2. Explain what happened (facts and circumstances) that resulted in the incident.
3. Are there other work areas or tasks where this type of incident could occur again?
4. If worker's actions contributed to the incident, why did the worker feel this was the best course of action at the time?
5. What processes were in place to prevent the incident? Identify processes that failed.
6. Is there any other information that should be known that is relevant to this incident?
7. What processes could have been implemented or improved that might have prevented this incident?
8. What processes will be improved or implemented to reduce risk of recurrence? When will these new processes be in place?

| FOR OFPC USE ONLY | |
|---|---|
| Level | ☐Fire Alarm ☐First Aid ☐Level A ☐Near miss ☐Property Damage ☐Recordable ☐SWPP ☐Other |
| Incident Type: | ☐Caught between ☐Electrical ☐Equipment handling ☐Fall ☐Fall protection ☐Foreign body ☐Haz mat ☐Heat exhaustion ☐Ladder ☐Material Handling ☐Puncture ☐Security ☐Slip/trip ☐SWPP ☐Tool handling ☐Worn Equipment ☐Other |
| Injury Type: | ☐N/A ☐Blunt trauma ☐Chemical burn ☐Contusion ☐Cramps ☐Crushing ☐Dust in eye ☐Fall ☐Flash burn ☐Heat exhaustion ☐Insulation in eye ☐Knee blood blister ☐Laceration ☐Laceration & shock ☐Other ☐Puncture ☐Shock ☐Sprain ☐Strain |

**EXHIBIT K** **INCIDENT NOTIFICATION FLOW CHART**

**NOTE:** if calling to report a **serious** incident and someone in the calling chain is unavailable, leave a message, but then jump to the next in the chain to ensure notification is made timely. For example, if contractor cannot reach the PM, contact SPM; SPM would then make the calls for the PM.

**NOTE 2:** A **serious** incident report will include status of the injured person and follow up until stabilized or back on the job at work.




*** An incident is considered serious if any of the following occur:**

- EMS/Ambulance responds
- hospitalization is involved
- Life threatening or potentially life threatening
- Involves more than one employee injured

## EXHIBIT L TOWER CRANE ERECTION / DISMANTLE DOCUMENTATION

**The University of Texas System – Construction Project Safety**

REQUIRED INFORMATION TO BE SUBMITTED AND REVIEWED PRIOR TO ANY TOWER CRANE ASSEMBLY OR DISASSEMBLY OPERATION

The plan will need to be submitted for review by the Owner at least two weeks prior to the date of the planned erection or dismantle. OFPC will be providing a third-party consultant during the erection or dismantle process. No work will begin until all plan elements noted below have been submitted and reviewed for acceptance. The plan must include at a minimum:

1. Annual inspection of all assist cranes that will be utilized to erect or dismantle the tower crane.
2. Operator's nationally recognized certification(s) and supporting training documentation for all make and model of cranes that will be used. Operator's annual physical.
3. Qualifications (with supporting training documentation) for the Erection/Dismantle Director and all crew members, riggers and signal persons. Training documentation must include organization and person(s) that conducted the training, material covered in the training, time spent on each training element, and details to the evaluation process used to verify worker understanding of training. This may be through testing and/or demonstration of skills. Rigging can only be performed by persons who possess documentation of completion from a training program that carries recognized accreditation.
4. Verification of soil conditions for all anticipated mobile crane positions. Detailed plan with map for the location(s) of the assist crane(s) and associated hazards in close proximity to those locations. Plan to control identified hazards.
5. Training documents for all crew members for their assigned task(s). A letter indicating positions with no supporting documentation is not acceptable. Fall protection training must be included. See # 3 for the required training documentation.
6. Details for work stoppage due to high wind speed or other inclement weather conditions. The actual shutdown procedure, including who is responsible for shutdown determination and how it will be communicated to all affected workers.
7. Copy of the manufacturer's equipment manual for review for the make and model of tower crane that will be erected or dismantled.
8. Structural information regarding the tower crane base pad (prior to erection).
9. Details on sequencing for sectional assembly and bolting (including torque) (prior to assembly), details on sequencing for sectional disassembly with bolt removal procedure (prior to dismantle) and rigging procedure with verifications. Cannot indicate that plan will follow manufacturer's equipment manual.

10. Documentation showing that each worker has been drug/alcohol tested within two (2) weeks prior to work start on the project. Negative result per worker is needed for entry.

11. Prior to the assembly of a tower crane, the General Contractor will need to develop a High Angle Rescue Plan. The intent of this plan is to be able to effectively remove an individual from the horizontal portion of the crane in the event of an emergency prior to assembly and during use of tower crane.

**REMINDER** - this information submission in no way removes **the General Contractor's safety professionals and project management team** from the obligation of ensuring all documentation is provided, reviewed for adequacy based on the planned task(s), ensuring that the work is pre-planned and communicated to all affected workers, all workers are properly trained to perform their individual tasks, and that all work is done according to the agreed upon plan and the manufacturer's requirements

**EXHIBIT M** **JOB HAZARD ANALYSIS FORM (MANDATORY)**

# Daily Job Hazard Analysis

This JHA is valid only for the work and date specified. This JHA shall be posted at the immediate work area while the work is ongoing. If the noted conditions change, the JHA shall be re-evaluated to incorporate changes and reissued immediately. Any emergency or incident automatically invalidates this JHA. When this JHA expires, it must be returned to the PSC/PSA for record purposes.

| | | | |
|---|---|---|---|
| Project Name and Number | | Date and Time | |
| Company Name | | Supervisor | |

Description of work to be performed:

**A. Are Permits Required? Are they displayed and properly signed by the PSC/PSA?**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Hot Work | Y | | N | | Confined Space | Y | | N | |
| Lockout/Tag-out | Y | | N | | Roadway Traffic | Y | | N | |
| Excavation | Y | | N | | Other (specify) | | | | |

**B. Atmospheric Monitoring**

| | | | | | | |
|---|---|---|---|---|---|---|
| Oxygen Concentration | Y | | N | | Reading | |
| Combustible Gas/Flammable Vapors | Y | | N | | Reading | |
| Hazardous/Toxic Gas | Y | | N | | Reading | |
| Are concentration levels safe? | Y | | N | | | |

**C. THINK about the work you and your crews will be doing today. Place a Y for Yes or N for No next to each element. All elements identified with a Y or Yes must be addressed in Section D.**

**C.1 Specialized Operations**

| | | | | | |
|---|---|---|---|---|---|
| | Confined Space | | A-Frame Ladders | | Other (provide details below) |
| | Aerial Man-lifts | | Extension Ladders | | |
| | Lockout/Tagout | | Scissor Lifts | | |
| | Excavations | | Opening /Isolation of equipment | | |
| | Trenches | | Loading/Un-loading >50lbs | | |
| | Motorized Equipment | | Work on live equipment | | |
| | Ground Supported Scaffold | | Welding | | |
| | Suspended Scaffold | | Burning/Cutting operations | | |
| | Mobile/Rubber Tire Crane | | Work at Heights >6' | | |
| | Tower Crane | | | | |

## C.2 Hazards

| | | | | | |
|---|---|---|---|---|---|
| | Airborne Particulates | | Falls | | Public Traffic (vehicle/Foot) |
| | Body Stress (hot/cold) | | Slip/Trip Hazards | | Repetitive Motion |
| | Lighting | | Pinch Points | | Lifting |
| | Noise | | Electric Shock | | Material Handling |
| | Radiation | | Sharp Objects | | Work of Others (specify) |
| | Chemical Exposure (skin/eyes/inhalation) | | Thermal Burns | | |
| | Flammable Materials | | Housekeeping | | |
| | Overhead Work | | Obstructed View | | Other Hazards (specify) |
| | Motorized Equipment | | Awkward Positioning | | |
| | Access/Egress Paths | | Insects/Animals | | |
| | Floor Cut-outs | | Walking Surfaces | | |

## C.3 Hazard Controls

| | | | | | |
|---|---|---|---|---|---|
| | Hazard Assessment | | Walking/working surfaces clear and unobstructed | | Protective Suits |
| | Pre-task Planning | | Proper storage of material and equipment | | Hard Hats |
| | Worker Training | | Equipment warning/safety devices operational | | Safety Glasses |
| | Equipment Selection | | Proper lifting,/placement/securing of material | | Face Shield/Goggles |
| | Equipment Inspection | | Fall protection in place/inspected/maintained | | Traffic Safety Clothing |
| | Permits developed and reviewed | | Housekeeping maintained daily and verified | | Fall Protection |
| | Work area verification of conditions | | Fire protection measures in place | | Hearing Protection |
| | Review of As-builts | | Equipment grounded/bonded | | Gloves |
| | Utility owners contacted | | Flash burns shielded | | Respirator |
| | Utilities located and confirmed | | Spark containment | | Foot Protection |
| | Equipment operators qualified | | Flow able material contained | | Other (specify) |
| | Equipment training documented and on-hand | | Emergency response in place and communicated | | |
| | Atmospheric Testing | | Barricades/covers/signs in place and secure | | |
| | Live equipment isolated? (list equipment below) | | Stand-by persons (specify name and task below) | | |
| | | | | | |

| | | | |
|---|---|---|---|
| | Competent Person (print name) | | Spotter/Flagger/Traffic Control (print name and task) |
| | | | |

**D. This portion of this JHA is to be completed by the supervisor with input from crew members. Once complete this JHA must be reviewed with all affected crew members or when conditions change.**

**Work Activities based on C.1** _____

**Possible Hazards base on C.2** _____

**Controls to Address Hazards based on C.3** _____

| C.5 Emergency Response | | | |
|---|---|---|---|
| Fire Extinguishers located at? | | Report Emergencies to? (name & number) | |
| SDS located at? | | (name & number) | |
| Eye Wash Station located at | | Emergency alarm sounds like? | |
| Firs-aid/AED located at? | | Muster Point is located at? | |

| E. | Crew Printed Name | Signature | Badge # | | Crew Printed Name | Signature | Badge # |
|---|---|---|---|---|---|---|---|
| 1. | | | | 11. | | | |
| 2. | | | | 12. | | | |
| 3. | | | | 13. | | | |
| 4. | | | | 14. | | | |
| 5. | | | | 15. | | | |
| 6. | | | | 16. | | | |
| 7. | | | | 17. | | | |
| 8. | | | | 18. | | | |
| 9. | | | | 19. | | | |
| 10. | | | | 20. | | | |

| F. JHA developed and communicated by; | | Daily JHA reviewed by (PSC/PSA): | |
|---|---|---|---|
| | | | |
| Printed Name | Signature | Printed Name | Signature |
| | | | |
| Date | Time | Date | Time |

**EXHIBIT N CONTRACTOR ACKNOWLEDGEMENT STATEMENT**

SAFETY SPECIFICATION 01 35 23
CONTRACTOR ACKNOWLEDGEMENT STATEMENT

Project: _____

Project No: _____

By executing this document as an authorized representative of the referenced Company identified below, I acknowledge and confirm that I have read and understand the contents of the UTS Safety Specification 01 35 23 in its entirety. I also recognize and acknowledge that the obligation to protect safety and health is not limited to the requirements of UTS Safety Specification 01 35 23 only, but also includes all applicable rules, regulations, and guidelines necessary to provide a safe and healthful working environment for all employers and employees on the project. The Company will comply with all applicable safety requirements.

The Company will further communicate the requirements of the UTS Safety Specifications 01 35 23 and other applicable safety rules, regulations and guidelines to all tiered Subcontractors that will perform work on the Project and obtain and submit to the Owner a signed copy of this Contractor Acknowledgement Statement from each such Subcontractor.

_____
(Legal Name of Company)

_____
(Address)

_____
(Type Name of Officer)

_____
(Signature of Officer)

_____
(Title)

_____
(Date)

REVISION LOG

The following is provided for convenience to the Owner, Architect/Engineer and Contractor to track changes between annual document issuances and is not to be considered by any party to be contractual or 100% complete.

| **Date** | Paragraph Revised |
|---|---|
| 02/01/08 | Correct numbering in Section 3.8 |
| 06/01/08 | Include SafetyNet Program in Section 2.4 |
| 04/01/09 | Reissue date of substantially revised document. (not posted to eManual) |
| 04/26/10 | Reissue date of substantially revised document. Notable changes include:<br>• increased experience level and qualifications of the Project Safety Coordinator (PSC) and Project Safety Assistant(s) (PSA)<br>• modified the number of PSAs required on a Project and their start and conclusion of service days<br>• increased credit for formal education, continuing education, and certification for PSCs and PSAs<br>• modified OSHA 10/30 hour training requirements<br>• modified hard had sticker process for equipment operators<br>• modified safety vest requirement<br>• modified height requirement for ladder use without fall protection<br>• removed other exemptions for fall protection<br>• added visitor waiver and release requirement and document<br>• other cosmetic changes with no impact to content or intent of specifications. |
| 3/24/11 | Inclusion of criminal background check requirement and associated forms |
| 5/17/11 | Removal of criminal background check requirement and associated forms |
| 9/1/12 | Clarifications to align with SafetyNet data gathering and Exhibit title revisions |
| 12/18/15 | Inclusion of PSC in training and other minor clarifications |
| 9/21/18 | • Reformatted text describing requirements that exceed OSHA requirements; added statement at the beginning calling attention to the reformatted text; misc. edits<br>• In general, clarified Owner's expectations and existing requirements throughout this document with revised terminology to align with industry<br>• Updated reference to Safety Data Sheets in 2.11.2 and in Exhibits D and E<br>• Added sections 2.12.18 through 2.12.21<br>• Clarified section 3.1.1 to ensure this specification is received and reviewed by subcontractors<br>• Deleted section 3.1.7 in its entirety<br>• Clarified section 3.2.2 regarding expectation of PSC/PSA admin duties<br>• Clarified section 3.2.4 regarding Owner's position on Safety Recognition and Commendation |

| | |
|---|---|
| | • Added section 3.5.6 requiring the PSC to communicate the expulsion of a worker from the project site<br>• Added section 3.6.6.4 related to metal fuel containers<br>• Added section 3.6.6.5 related to liquid storage containers larger than 25 gallons<br>• Added section 3.6.7.10 related to housekeeping of means of egress<br>• Clarified requirement in section 3.6.8.5 related to physical barricades at ladder step-off landing areas<br>• Added sections 3.6.10.5 through 3.6.10.7 related to motorized equipment operation<br>• Updated wording to industry standard in Exhibit L<br>• Added Exhibit N – UTS Safety Specification (01 35 23) Contractor Acknowledgment Statement |
| 4/1/2019 | • Added sections 2.1.2 and 2.1.3 related to Project Safety Coordinator qualifications<br>• Updated Exhibit C |

## SECTION 01 45 00 - PROJECT QUALITY CONTROL

## PART 1 - GENERAL

1.1. RELATED DOCUMENTS

1.1.1. Drawings and general provisions of the Contract, including Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts (UGC) and other Division 1 – Division 33 Specification Sections, apply to this Section. In the event of conflict between specific requirements of the various documents, the more restrictive, more extensive (i.e., more expensive) requirement shall govern.

1.2. DEFINITIONS

1.2.1. QUALITY CONTROL

1.2.1.1. Quality Control shall be the sole responsibility of the Contractor, unless specifically noted otherwise. The Contractor shall be responsible for all testing, coordination, start-up, operational checkout and commissioning of all items of work included in the project, unless specifically noted otherwise. All costs for these services shall be included in the Contractor's cost of work and general conditions.

1.2.1.2. The Contractor shall assign one employee, not the project superintendent, to be responsible for Quality Control. This individual can have other responsibilities, but shall not be the project superintendent or the project manager.

1.2.2. QUALITY ASSURANCE

1.2.2.1. Quality Assurance is performed by the Owner or their delegated representatives. These procedures may include observations, inspections, testing, verification, monitoring and any other procedures deemed necessary to ensure compliance with the contract documents.

1.2.2.2. The Contractor shall cooperate with and provide assistance to the Owner for all aspects of this endeavor. This shall include providing ladders, lifts, scaffolds, lighting, protection, safety equipment and any other devices and/or equipment (including operators if required) deemed necessary by the Owner to access the work for observation/inspection.

1.3. SUMMARY

1.3.1. This section provides administrative and procedural requirements for Contractor quality control on the project.

1.3.2. Specific quality-control requirements for individual construction activities are specified in the Sections that govern those activities. Requirements in those Sections may also cover production of manufactured products.

1.3.3. Specified tests, inspections, and related actions do not limit Contractor's quality control obligations to comply fully with the Contract Document requirements in all regards.

1.3.4. Provisions of this Section do not limit the requirements for the Contractor to provide quality control services required by the contract documents or the Authority Having Jurisdiction.

1.3.5. The following quality issues are addressed in detail in this Section:

1.3.5.1. Quality Control

1.3.5.2. Quality Assurance

1.3.5.3. Testing Agency

1.3.5.4. Testing

1.3.5.5. Inspections

1.3.5.6. Pre-installation Meetings

1.3.5.7. Mock-ups

1.4. TESTING AGENCY

1.4.1. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

1.4.2. Owner will employ services of independent testing agencies to perform certain specified testing, as it deems necessary.

1.4.3. The Contractor shall employ and pay for services of an independent testing agency to perform all specified testing requiring an independent agency, unless noted otherwise.

1.4.4. Employment of agency in no way relieves the Contractor of the obligation to perform Work in accordance with requirements of Contract Documents.

1.4.5. The Contractor Employed Agency:

1.4.5.1. Testing agency shall comply with requirements of ASTM E 329, ASTM E 548, ASTM E 543, ASTM C 1021, ASTM C 1077, and ASTM C 1093.

1.4.5.2. Laboratory shall maintain a full time Engineer on staff to review services. Engineer shall be licensed in the state of Texas.

1.4.5.3. Testing Equipment: Calibrate devices at reasonable intervals (minimum yearly) with accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.4.6. The Contractor shall not employ the same testing entity engaged by the Owner for the project, unless agreed to in writing by the Owner.

1.5. TESTING

1.5.1. Where specific testing is specified in a technical section of the Specifications or indicated in the Contract Documents, the Contractor shall bear all costs of such tests unless they are specifically stated to be paid by the Owner.

1.5.2. Testing specifically identified to be conducted by Owner will be performed by an independent entity and will be arranged and paid for by the Owner unless otherwise indicated in the Contract Documents. Should the test return unacceptable results, the Contractor shall bear all costs of retesting and reinspection as well as the cost of all material consumed by testing, and replacement of unsatisfactory material and/or workmanship.

1.5.3. The Owner's Construction Inspector (CI) will schedule the Owner's testing services unless otherwise directed in writing by the Owner. The Contractor is required to coordinate with the CI to facilitate timeliness of such testing services.

1.5.4. The Owner may engage additional consultants for testing, air balancing, or other special services. The activities of any such Owner consultants are in addition to Contractor testing of materials or systems necessary to prove that performance is in compliance with requirements. The Contractor must cooperate with persons and firms engaged in these activities in accordance with the Contract.

1.5.4.1. The Contractor is required to self-perform various tests to verify performance and/or operation of various systems. These test reports shall be consecutively numbered and defined by scope and extent of test. Copies of the test report forms can be obtained from the RCM. The following OFPC test report forms shall be used for this purpose and shall not be altered in any manner:

1.5.4.1.1. Pipe Test Report

1.5.4.1.2. Duct Test Report

1.5.4.1.3. Equipment Start-up Request Form

1.5.4.1.4. Contractor's Request for Utility Shutdown

1.5.4.1.5. Domestic Water Sterilization and Flushing Report

1.6. INSPECTIONS

1.6.1. It is the intent of the Contract Documents that all work be subjected to inspection and verification of correct operation prior to 100% payment of the line item(s) pertaining to that aspect of the Work.

1.6.2. The Contractor shall incorporate adequate time for performance of all inspections and correction of noted deficiencies into the Work Progress Schedule for the project.

1.6.3. During the course of construction, the Owner, Architect and/or other Owner representatives may visit the site for observation of the work in place. The Contractor shall provide all necessary equipment for safe access to the work to be inspected or observed. This requirement shall extend to all Owner personnel and their representatives. Some of these inspections will be informal and some will require formal notification by the Contractor. The following are typical project inspections:

1.6.3.1. Informal Daily Reviews of project conditions by the Construction Inspector and/or members of the Owner's and/or Design Consultant's team(s). When considered appropriate, results of these reviews will be documented via Observation Report or Memorandum. In addition to cooperating with, and providing safe access for the Owner's agents, the Contractor shall provide a system of tracking all field reports, describing items noted and resolution of each item. This printed report shall be reviewed as necessary, at least on a monthly basis.

1.6.3.2. Concealed Space Inspections are to be formally scheduled in advance through the Construction Inspector by submitting written notification at least five (5) workdays in advance. Subject areas include partitions, structural walls, chases, crawl spaces, ceiling spaces, and any other work which will be difficult or impossible to examine once concealed in the final construction.

1.6.3.3. Progress Inspections for piping, ductwork, and other systems are to be scheduled with the Construction Inspector as appropriate portions, or sections, of the work are completed. This is in addition to "system-wide" performance verification and tests. These tests are to be scheduled and documented using the standard OFPC Pipe Test and Duct Test report forms. The forms shall be filled out and signed as meeting contract requirements prior to submission for verification by the OFPC CI. The Contractor shall conduct the tests and the OFPC CI will witness and approve the results.

1.6.3.3.1. The Contractor shall coordinate their intended "apportioning" of systems tests with the Construction Inspector immediately following formal submission of their Work Project Schedule so that all parties are aware of the intended work and inspection sequence.

1.6.3.4. Overhead and Above Ceiling Inspections are similar in nature and requirements to the Concealed Space Inspections. Where ceilings are to be fixed in place, such as gypsum board or plaster, it would constitute a Concealed Space. Where ceilings are of "lay-in" type, or where no finish ceiling is scheduled, it would be considered an "overhead" inspection. Such inspections are to be included in the Contractor's Detailed Construction Schedule. Contractor shall provide written inspection request notice to the CI and Architect at least five (5) workdays in advance.

1.6.3.4.1. No finish ceiling material shall be installed until all overhead punchlist items have been resolved to the satisfaction of the Owner.

1.6.3.4.2. Work in place necessary for an overhead inspection shall include:

1.6.3.4.2.1. Ceiling grid or framework installed

1.6.3.4.2.2. All above ceiling electrical work, including light fixtures, installed and operational

1.6.3.4.2.3. All HVAC and plumbing work above ceiling complete with diffusers installed and connected

1.6.3.4.2.4. Fire sprinkler heads installed

1.6.3.4.2.5. All required tests for above ceiling work completed and approved

1.6.3.4.2.6. Contractor generated punchlist of all areas being requested for inspection

1.6.3.5. Inspections of Building Systems and Equipment are required to confirm acceptable operation and are to be formally scheduled through the Construction Inspector with the Architect. Refer to Section 01 91 00 for additional requirements pertaining to system start-up, operation, demonstration and acceptance.

1.6.4. On systems/equipment requiring a manufacturers representative to verify installation/operation, the Contractor is required to perform a thorough check-out of operations with the manufacturer's representatives prior to requesting formal inspection by the Owner be scheduled. Notify the CI, in advance, as to when the manufacturer's representative is scheduled to arrive.

1.6.5. Inspection of individual equipment and/or system(s) must be accomplished prior to requesting Substantial Completion Inspection for any area affected by that equipment and/or system.

1.6.6. For "building-wide" and/or life safety systems, such as fire alarm, fire sprinkler systems, smoke evacuation systems, toxic gas monitoring, captured exhaust systems, etc., completion and acceptance of Functional Testing is required prior to requesting Substantial Completion Inspection for any area of the Project.

1.6.6.1. The manufacturer's representatives and the installing contractor will be expected to demonstrate both operation and compliance to the Owner's agents and consultants. If coordinated and scheduled appropriately by the Contractor, these equipment and/or systems inspections may also serve to provide the required Owner Training, if approved in advance by the Owner.

1.6.6.2. The Contractor is responsible for requesting that the Construction Inspector and Architect arrange for the inspection of materials, equipment and work prior to assembly or enclosure that would make the materials, equipment or work inaccessible for inspection, and at such other times as may be required.

1.6.7. For any requested inspection, the Contractor shall make prior inspection to ensure that items are ready for inspection and acceptance by the Owner and/or Architect.

The Contractor will be responsible for any and all costs incurred by Owner and/or Owner representatives, including consultants, resulting from a review or inspection that was scheduled prematurely.

1.6.8. The Contractor shall coordinate the work and schedule the inspections in advance so as not to delay the work. All major inspections should be indicated on the Work Progress Schedule for advance planning and the Contractor should allow a minimum of five (5) working days to confirm schedule of requested inspections with Owner and its consultants.

1.6.9. The contractor shall list and track all punchlist items on the OFPC Project Inspection Matrix (refer to Attachment A). The matrix shall be kept up-to-date reflecting status of work in place and inspections on the project. Copies of this populated and updated matrix shall be supplied to the A/E and the OFPC CI for use during the course of the project.

1.7. PRE-INSTALLATION MEETINGS

1.7.1. The Contractor shall coordinate and conduct meetings to review the installation of major systems/equipment on the project.

1.7.2. The Contractor shall ensure attendance of the installing subcontractor, manufacturer and/or supplier (if appropriate), supporting subcontractors involved in the installation and any other parties involved in the phase of work to be reviewed. The Owner and Architect shall be notified in writing at least five (5) days in advance of the meeting.

1.7.3. Each party shall be prepared to discuss in detail the staging, installation procedure, quality control, testing/inspection, safety and any other pertinent items relating to the work being reviewed. Submittal approval shall be a prerequisite of the meeting.

1.7.4. The Contractor shall chair and take minutes of this meeting and distribute to all attending parties.

1.7.5. Whether required in the technical section or not, a pre-installation meeting shall be conducted for the following work, if included in the project:

1.7.5.1. Concrete

1.7.5.2. Masonry

1.7.5.3. Large Steel Fabrications/Erection

1.7.5.4. Waterproofing

1.7.5.5. Roofing

1.7.5.6. Exterior Glazing (including storefront and curtain wall)

1.7.5.7. Door Hardware

1.7.5.8. Security

1.7.5.9. Audio/Visual Equipment

1.7.5.10. Air Handling Units

1.7.5.11. Medical Gas Systems

1.8. MOCK-UPS

1.8.1. Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required, using materials indicated for the completed Work.

1.8.2. Build mockups in location and of size indicated or, if not indicated, as directed by Architect. The mock-up may be work in place that is intended to remain, unless otherwise directed by the Owner.

1.8.3. Notify Architect and Owner five (5) working days in advance of dates and times when mockups will be constructed.

1.8.4. Demonstrate the proposed range of aesthetic effects and workmanship. Include anticipated repairs in mockup, such as stone veneer.

1.8.5. Obtain Architect's and Owner’s approval of mockups before starting work, fabrication, or construction.

1.8.6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

1.8.7. Demolish and remove mockups when directed, unless otherwise indicated.

1.8.8. For any of the following work items included in the project, a mockup shall be prepared whether required by the technical section or not::

1.8.8.1. Exterior wall system to include: substructure, masonry/stone veneer, plaster, architectural concrete and windows.

1.8.8.2. Roof system

1.8.8.3. Interior lab room

1.8.8.4. Interior patient care room

1.8.8.5. Interior wall finishes

1.8.8.6. Ceramic tile

1.8.8.7. Finished flooring

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

END OF SECTION 01 45 00

# ATTACHMENT A – OFPC PROJECT INSPECTION MATRIX

**OFPC PROJECT INSPECTION MATRIX**

*Office of Facilities Planning & Construction*

**Project Number:** **OFPC Construction Inspector:**

**Project Name:** **Contractor Inspector:**

**PROJECT AREA & SYSTEM INSPECTION LIST**

| Item # | Inspection Type | Location | Date Initiated | Date of Follow Up Inspection | Date of Final Sign-Off | OFPC Final Sign-Off | | | Comments |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Above Ceiling | Corridors East of Interaction 6/3005 | 06/28/05 | 07/13/05 | 07/28/05 | Jane Smith | | | |
| 2 | Hydronic Hot Water | Mech. Space | 06/28/05 | 07/13/05 | 07/28/05 | Jane Smith | | | |
| 3 | Pre Final all AHU | Mech. Space | 06/29/05 | 07/14/05 | 07/29/05 | Jane Smith | | | |
| 4 | Chilled water | Mech. Space | 06/30/05 | 07/15/05 | 07/30/05 | Jane Smith | | | |
| 5 | Exhaust Fans | Mech. Roof | 07/07/05 | 07/22/05 | 08/06/05 | Jane Smith | | | |
| 6 | Pre-Final Electric System | Various | 07/09/05 | 07/24/05 | 08/08/05 | Jane Smith | | | |
| 7 | R.O. Water System | Mech. Room | 07/12/05 | 07/27/05 | 08/11/05 | Jane Smith | | | |
| 8 | Roof | Roof system | 07/21/05 | 08/05/05 | 08/20/05 | Jane Smith | | | |
| 9 | Exterior Bldg | All | 07/25/05 | 08/09/05 | 08/24/05 | Jane Smith | | | |
| 10 | Hardscape | All | 07/29/05 | 08/13/05 | 08/28/05 | Jane Smith | | | |
| 11 | Substantial Completion | All | 08/04/05 | 08/19/05 | 09/03/05 | Jane Smith | | | |
| 12 | Point to Point | All | 08/16/05 | 08/31/05 | 09/15/05 | Jane Smith | | | |

**INDIVIDUAL INSPECTION ITEM LIST**

| Item # | Level | Room | Item Description | Date Inspected | Responsible Sub | | Contractor Sign-Off | OFPC Final Sign-Off | Comments |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 1 | 1.304B.5 | Cut drops on fire sprinkler. | 05/11/05 | Simplex | | John Doe | Jane Smith | |
| 2 | 1 | 1.304B.5 | Adjust hangers on fire sprinkler pipe to meet spec. | 05/11/05 | Simplex | | John Doe | Jane Smith | |
| 3 | 1 | 1.304B.4 | Support wires for ceiling need to be moved where touching other work. | 05/11/05 | MBS | | John Doe | Jane Smith | |
| 5 | 1 | 1.304B.4 | Complete installation of conduit and boxes for electrical. | 05/11/05 | Design | | John Doe | Jane Smith | |
| 6 | 1 | 1.304B.4 | Complete installation of conduit and boxes for controls. | 05/11/05 | Siemens | | John Doe | Jane Smith | |
| 7 | 1 | 1.304B.4 | Cut drops on fire sprinkler. | 05/11/05 | Simplex | | John Doe | Jane Smith | |
| 8 | 1 | 1.304B.4 | Adjust hangers on fire sprinkler pipe to meet spec. | 05/11/05 | Simplex | | John Doe | Jane Smith | |
| 9 | 1 | 1.304B.4 | Support cables for remote damper adjustment. | 05/11/05 | Todd-Ford | | John Doe | Jane Smith | |
| 10 | 1 | 1.304B.3 | Plug ball valve above ceiling. | 05/11/05 | Simplex | | John Doe | Jane Smith | |
| 11 | 1 | 1.304B | Support wires for ceiling need to be moved where touching other work. | 05/11/05 | MBS | | John Doe | Jane Smith | |
| 12 | 1 | 1.304B | Seal all holes in mezz. Floor. | 05/11/05 | Todd-Ford | | John Doe | Jane Smith | |
| 13 | 1 | 1.304B | Complete installation of conduit and boxes for electrical. | 05/11/05 | Design | | John Doe | Jane Smith | |
| 14 | 1 | 1.304B | Complete installation of conduit and boxes for controls. | 05/11/05 | Siemens | | John Doe | Jane Smith | |
| 15 | 1 | 1.304B | Cut off all-thread on hangers to one inch | 05/11/05 | Various | | John Doe | Jane Smith | |
| 16 | 1 | 1.304B | Cut drops on fire sprinkler. | 05/11/05 | Simplex | | John Doe | Jane Smith | |
| 17 | 1 | 1.304B | Adjust all-thread on hangers to prevent touching other work or isolate | 05/11/05 | Various | | John Doe | Jane Smith | |
| 18 | 1 | 1.304B.2 | Remove unused all-thread above East wall | 05/11/05 | Todd-Ford | | John Doe | Jane Smith | |
| 19 | 1 | 1.304B.2 | Remove or re-attatch metal stud corner brace | 05/11/05 | MBS | | John Doe | Jane Smith | |
| 20 | 1 | 1.304B.2 | Cut drops on fire sprinkler. | 05/11/05 | Simplex | | John Doe | Jane Smith | |
| 21 | 1 | 1.304B.1 | Cut drops on fire sprinkler. | 05/11/05 | Simplex | | John Doe | Jane Smith | |
| 22 | 1 | 1.304B.1 | Adjust all-thread on hangers to prevent touching other work or isolate | 05/11/05 | Todd-Ford | | John Doe | Jane Smith | |
| 23 | 1 | 1.304A | Complete shower chase and ceiling framing | 05/11/05 | MBS | | John Doe | Jane Smith | |
| 24 | 1 | 1.304A | Complete installation of conduit and boxes for electrical. | 05/11/05 | Design | | John Doe | Jane Smith | |
| 25 | 1 | 1.304A | Complete installation of conduit and boxes for controls. | 05/11/05 | Siemens | | John Doe | Jane Smith | |
| 26 | 1 | 1.304A | Cut drops on fire sprinkler. | 05/11/05 | Simplex | | John Doe | Jane Smith | |
| 27 | 1 | 1.304A | Cut off all-thread on hangers to one inch | 05/11/05 | Various | | John Doe | Jane Smith | |
| 28 | 1 | 1.304A | Remove or re-connect loose all thread | 05/11/05 | Simplex | | John Doe | Jane Smith | |
| 29 | 1 | 1.304A | Label copper lines | 05/11/05 | Todd-Ford | | John Doe | Jane Smith | |
| 30 | 1 | 1.304A | Cut off all-thread on hangers to one inch | 05/11/05 | Various | | John Doe | Jane Smith | |

Sample

REVISION LOG

The following is provided for convenience to the Owner, Architect/Engineer and Contractor to track changes between annual document issuances and is not to be considered by any party to be contractual or 100% complete.

| **Date** | **Paragraph Revised** |
|---|---|
| 02/01/08 | Added section 1.6.9 - The contractor shall list and track all punchlist items on the OFPC Project Inspection Matrix… |
| 02/01/08 | Added Attachment A |
| | |
| | |
| | |
| | |

## SECTION 01 57 23 - TEMPORARY STORM WATER POLLUTION CONTROL

## PART 1 - GENERAL

1.1 DEFINITIONS

1.1.1 BMP – Best Management Practices

1.1.2 CSN –Construction Site Notice- (Large CSN for large sites; Small CSN for small sites)

1.1.3 NOI and NOT – Notice of Intent and Notice of Termination for TPDES permits

1.1.4 SWPPP – Storm Water Pollution Prevention Plan

1.1.5 TCEQ – Texas Commission on Environmental Quality

1.1.6 TPDES – Texas Pollutant Discharge Elimination System

1.1.7 Large Construction Activities – Construction activities including clearing, grading and excavating that result in land disturbance equal to or greater than 5 acres of land

1.1.8 Small Construction Activities - Construction activities including clearing, grading and excavating that result in land disturbance equal to or greater than 1 acre and less than 5 acres of land

1.2 RELATED DOCUMENTS AND APPLICABLE WORK

1.2.1 The TCEQ TPDES General Permit No. TXR150000 effective March 5, 2013 and the project SWPPP. This specification requires compliance with all provisions of the TCEQ TPDES permit. The TCEQ requirements currently pertain to large construction activities of 5 acres or more and small construction activities that disturb 1 to less than 5 acres.

1.2.2 Information to Respondents, Agreement, Uniform General and Supplementary General Conditions for The University of Texas System Building Construction Contracts (UGC) and Special Conditions shall be read carefully for provisions pertaining to this work. In the event of conflict, the better quality or greater quantity shall prevail.

1.2.3 The work described in this section is applicable to any and all sections of the contract documents. Any and all work that would disturb the existing site conditions or present the potential for site runoff shall adhere fully to this specification section.

1.2.4 Unless specifically notified to the contrary in writing by the Owner, all aspects of this specification shall apply to this project.

## 1.3 CONTRACTOR RESPONSIBILITIES

1.3.1 This project requires implementation of storm water Best Management Practices for control devices and monitoring by the Contractor to comply with all provisions of the SWPPP developed for the project by the licensed civil engineer. The Contractor must fulfill all TPDES regulatory requirements, including the filing of the NOI and NOT or signing and posting of the CSN.

1.3.2 The Contractor shall provide signatures of a Corporate Officer for the NOI, Large CSN, Small CSN, NOT and any other forms or applications as required by the TPDES General Permit TXR150000. The Contractor shall also provide delegated authorization to sign reports per 30 TAC 305.128. Individuals conducting site inspections shall be qualified to the satisfaction of the Owner.

1.3.3 When the Contractor receives the approved SWPPP from the Owner, the Contractor signs the NOI or Small CSN (see Sample form in Part 4 of this section) and forwards it to the Owner. Two separate $325 application fees (one for the Owner and one for the Contractor) must accompany the NOI. The Owner signs his NOI and sends both NOIs and application fees to TCEQ. The Contractor shall insert a copy of the signed NOI or Small CSN into the SWPPP book to be kept at the jobsite. The $325 application fees are not required for small construction sites.

1.3.4 The SWPPP book kept at the jobsite shall also contain the following:

1.3.4.1 A letter delegating signature authority to the field personnel for both the Contractor and the Owner

1.3.4.2 A copy of the TPDES permit when received

1.3.4.3 A copy of the Large or Small CSN

1.3.4.4 A copy of the Shared SWPPP Acceptance Certification form

1.3.5 The Contractor shall review the SWPPP and verify existing conditions at the site before determining scope of implementation of site controls. Site survey and site plan drawings shall be used for additional reference. The Contractor shall notify the Owner, in advance, of this site review to allow for Owner participation.

1.3.6 The Contractor shall construct a Project SWPPP sign and place it at the main entrance to the project site. This sign shall include the NOI and TPDES permit along with the TCEQ TPDES Large or Small CSN, depending on the size of the construction project. The sign shall be constructed as detailed in the sample SWPPP sign drawing included in Part 4 of this Section.

1.3.7 The Contractor shall contact the OFPC Construction Inspector (CI) for review of initial site controls in place prior to commencing site-disturbing activities, to ensure that any unusual circumstances or unforeseen site conditions with regard to erosion

and sedimentation have been addressed. The Contractor shall complete the SWPPP Project Start-up form (see Sample in Part 4 of this Section)) and review it with the Owner before commencing soil disturbing activities. Both parties shall sign this form when the requirements listed in the SWPPP Project Start-up form have been met.

1.3.8 The Contractor shall provide all material, labor, equipment and services required to implement, maintain and monitor all erosion and sedimentation controls in compliance with the SWPPP. All controls implemented by the Contractor shall comply with the TPDES regulations as issued by the TCEQ on March 5, 2013. These controls shall remain in operation until project completion and re-establishment of the site or longer as directed by the OFPC Resident Construction Manager (RCM). The work shall include, but not be limited to, the following:

1.3.8.1 All earthwork as required to implement swales, dikes, basins and other excavations for temporary routing of utilities, to protect against erosion or sediment-laden (polluted) storm water runoff.

1.3.8.2 All structural controls as shown or specified, including silt fences, sediment traps, stabilized construction entrance, subsurface drains, pipe slope drains, inlet/outlet protection, reinforced soil retention, gabions, rock berms, etc.

1.3.8.3 All non-structural controls as shown or specified, including temporary or permanent vegetation, mulching, geotextiles, sod stabilization, preservation of vegetative buffer strips, preservation/protection of existing trees and other mature vegetation.

1.3.8.4 All modifications and revisions to SWPPP necessary to meet changing site conditions and to address new sources of storm water discharges, as the work progresses.

1.3.8.5 All maintenance and repair of structural and non-structural controls in place shall continue until final stabilization is achieved or as directed by the RCM.

1.3.8.6 Weekly site inspections, as required by the SWPPP, of pollutant sources, including hazardous sources, structural and non-structural controls, and all monitoring of SWPPP revisions and maintenance of inspection records.

1.3.8.7 Removal of all structural and non-structural controls as necessary upon completion, and only after final stabilization is achieved.

1.3.8.8 Filing of NOT with the RCM within 30 days of final stabilization being achieved and being approved by the Owner, or of another Operator assuming control of the unstabilized portions of the site.

1.3.8.9 Refer to the SWPPP for additional requirements to ensure compliance with TPDES regulations.

1.4 QUALITY ASSURANCE

1.4.1 In order to minimize the discharge of pollutants to storm water, the Contractor shall implement all permanent and temporary site controls according to TPDES Guidelines, as set forth by the TCEQ.

1.4.2 Implementation of site controls shall be performed by a qualified contractor experienced in the proper installation of such devices in accordance with manufacturers' specifications, and in keeping with recognized Best Management Practices (BMPs), and in keeping with TPDES regulations. Qualification of installing Contractor shall be reviewed with the Owner prior to entering into a contract with them for services.

1.4.3 The Contractor shall inspect all BMPs at regular intervals as specified in the Storm Water Pollution Prevention Plan for this project. Use standard Owner Inspection forms (see form at the end of this Section) for each inspection. Record all deficiencies of site controls, and take immediate action to correct any deficiencies recorded. Keep records of inspections current and on file, available for review by EPA, TCEQ, MS4 Operator and Owner.

1.5 SUBMITTALS

1.5.1 Submittals of products used in structural and non-structural controls shall be made through established procedures for review and approved by the Owner prior to installation on the site. The Contractor shall make available physical samples and product literature on any material used in structural or non-structural controls during the course of the project prior to its implementation in the field.

**PART 2 - PRODUCTS**

2.1 MATERIALS

Specific site control devices are identified in the SWPPP. Where such devices are indicated, their material composition shall comply with this section.

2.1.1 Materials to be used in structural and non-structural site controls shall include, but not be limited to the following:

2.1.1.1 **Area Inlets, Curb Inlets and Silt Fences:** implemented to filter and remove sediment from storm water; they shall be composed of the following materials:

a. Geotextile fabric – a non-woven, polypropylene, polyethylene, or polyamide fabric with non- raveling edges. It shall be non-biodegradable, inert to most soil chemicals, ultraviolet resistant, unaffected by moisture and other weather conditions, and permeable to water while retaining sediment. Fabric shall be 36 inches wide, with a minimum weight of 4.5 oz./yd.

b. Wire Backing – a galvanized, 2”x4” welded wire fencing, 12-gauge minimum. Width shall be sufficient to support geotextile fabric 24 inches above adjacent grades. Chain link fences located along the same lines as silt fences may be used to support geotextile fabric. In this circumstance, the geotextile fabric shall be firmly attached to the fence.

c. Posts for area inlets and silt fences – steel fence posts shall be made of hot rolled steel, galvanized or painted, a minimum of 4 feet long, with a Y-bar or TEE cross-section of sufficient strength to withstand forces implied.

2.1.1.2 **Rock Berms**: shall be composed of the following materials:

a. Rock – clean open graded rock, with a maximum diameter of 3 inches

b. Wire Mesh Support – a galvanized, woven wire sheathing having a maximum opening size of 1 inch, and a minimum wire diameter of 20 gauge

c. Ties – metal hog rings or standard wire/cable ties

2.1.1.3 **Triangular filter dikes:** for use on surfaces or in locations where standard silt fence cannot be implemented, shall be composed of the following:

a. Geotextile fabric – a non-woven, polypropylene, polyethylene, or polyamide fabric with non-raveling edges, with a minimum width of 60 inches

b. Dike Structure – 6-gauge, 6" x 6" welded wire mesh, 60 inches wide, folded into a triangular form. Each side shall be 18 inches with an overlap of 6 inches

c. Ties – metal hog rings or standard wire/cable ties for attachment of wire mesh to itself, and for attachment of geotextile fabric to wire mesh

2.1.1.4 **Stabilized construction exit:** a steel grid that allows the safe passage of vehicles while agitating the tires to loosen and remove the soil buildup. The grid or structures shall conform to the following:

a. It shall consist of pipes or tubes spaced such that there is a minimum clear distance between the pipes or tubes of 4½ inches. It shall be elevated above the ground surface a minimum of 8 inches to allow water, debris and soil to drain.

b. Minimum diameter of pipe or tube shall be 3 inches.

c. It shall be designed to support any and all vehicles entering and leaving the construction site.

d. It shall be firmly placed in the ground at the exit.

e. It shall be of sufficient length so that the agitation will remove the soil from the tires, or a minimum of 12 feet.

f. At the street side approach of the grid there shall be an impervious surface or it shall consist of 3” to 5” diameter angular crushed stone/rock approximately 5 feet in length, minimum, and 8 inches deep, minimum. On the job site side of the grid, there shall be 3” to 5” diameter angular crushed stone/rock 15 feet in length, a minimum of 8

inches deep. The steel grid will be between the street side approach and the job site crushed stone/rock. All crushed stone/rock shall have filter fabric beneath the stone/rock. See diagram on Exhibit F.

g. Steel grid area shall be used as the tire wash area. When tire wash is in use (rainy or muddy days), the area shall be manned and the tires shall be washed using a high pressure hose/nozzle.

h. The area beneath the grid shall be sloped such that debris, soil and water shall be diverted back onto the construction site or to a sediment basin. No water, soil or debris shall leave the construction site. The resulting discharge shall be disposed of properly.

2.1.1.5 **Concrete Truck Washout:** shall be used for containment of fluids from concrete truck washout wastes.

a. Gravel bags, concrete blocks or open graded rock
b. 10 mil plastic sheeting

2.1.1.6 **Temporary Storage Tanks:** shall be used for temporary storage of fuels on the construction project site

a. 2 inches of sand on the bottom of the containment area
b. 6 mil plastic sheeting
c. 2 inches of sand on top of the plastic sheeting

2.1.1.7 **Erosion Control Matting:** shall be used on steep slopes, in drainage swales, and in high traffic pedestrian areas of barren soil. It shall include one or more of the following:

a. Jute Mat – a plain fabric made of jute yarn, woven in a loose and simple manner, with a minimum unit weight of 2.7 pounds per square yard. Width shall be as required for the dimensions of the area to be covered.
b. Wood Fiber Mat – a mat composed of wood fibers, which are encased in nylon, cotton or other type of netting
c. Synthetic Webbing Mat – a mat manufactured from polyvinyl chloride or polypropylene monofilaments, which are bonded together into a three-dimensional web to facilitate erosion control and/or re-vegetation.

2.1.1.8 **Organic mulches**: shall be used for covering bare soil, retaining moisture under existing vegetation being preserved, and for absorbing the energy of compaction caused by foot or vehicular traffic. Mulch shall be one or more of the following:

a. Straw – from broken straw bales that are free of weed and grass seed where the grass from the seed is not desired vegetation for the area to be protected.
b. Wood Chips – from chipped limbs of cleared trees on site, or delivered in chipped form, in bulk quantities of pine, cedar or cypress. Wood chips of all species shall be partially decomposed to alleviate nitrogen

depletion of the soil in areas where existing vegetation is to be preserved and protected.

c. Shredded Mulches – from pine, cypress or cedar, mechanically shredded, and capable of forming an interlocking mat following placement, and after sufficient wetting and drying has taken place naturally.

2.1.1.9 Any other materials indicated in the SWPPP.

## PART 3 - EXECUTION

### 3.1 GENERAL

3.1.1 The Contractor shall provide a complete installation of all site control devices and measures (BMPs) indicated in the SWPPP book, including the Site Erosion and Sedimentation Control Drawing and as specified herein. These BMPs must be confirmed as fully operational with the Owner before any work that disturbs the site can begin.

As an alternative to the BMPs indicated in the SWPPP book, the Site Erosion and Sediment Control Drawing and as specified herein, the Contractor may propose alternate BMPs that perform the same function as the indicated BMP but may be of a different configuration, material or type for review and approval by OFPC. Installation of alternate BMPs shall not proceed until approved by OFPC.

3.1.2 The Contractor shall provide inspection and monitoring of controls in place and shall perform all revisions and updating of SWPPP book. An accurate, chronological record of all Contractor inspections, revisions and additional controls shall be kept on file at the project site, for review, with a copy of the SWPPP book.

3.1.3 The Contractor shall submit their NOT to the Owner after all disturbed areas are re-established (stabilized) with vegetative cover following completion of construction. Following acceptance of stabilized areas, all site controls that are no longer necessary shall be removed.

### 3.2 CONTROL DEVICES

Execution of specific site control devices is described in the following paragraphs. Refer to the SWPPP for applicable devices, extent and location.

#### 3.2.1 AREA INLET DETAIL

3.2.1.1 Area inlet fences shall consist of non-woven geotextile fabric attached to wire fabric backing to support the geotextile. The wire fabric should be galvanized 2” x 4” welded wire, 12-gauge minimum. Attach non-woven geotextile fabric to the fence with hog rings or standard cable/wire ties, leaving a toe of fabric at the bottom of the fence of not less than 6 inches. Steel posts as specified shall be driven to a depth of 1 foot minimum and spaced not more than 6 feet

on center. Attach fencing to posts with standard cable/wire ties. Abutting ends of geotextile fabric shall be overlapped a minimum of 12 inches. Wrap grates with non-woven geotextile fabric. See Exhibit A at end of section.

3.2.1.2 Maintain silt fence daily as necessary to repair breaches in geotextile fabric. Maintain steel posts as specified in tilted condition. When siltation has occurred, it shall be removed when it has reached a depth of 6 inches. Silt that has been removed shall be disposed of offsite.

3.2.1.2 Remove area inlet when the disturbed areas have been completely stabilized as specified. Minimize site disturbance while removing area inlet protection and posts.

3.2.2 CURB INLET PROTECTION

3.2.2.1 Cover curb storm inlet with non-woven geotextile fabric covered wire fabric. Wire fabric to be 2"x4" – W1.4 x W1.4. Extend fabric 2 feet beyond inlet opening at each end and 12 inches in front of opening in the gutter. Remove a strip of filter fabric approximately 12 inches high for the length of the protection to act as overflow. Extend fabric over the top of opening to allow placement of gravel bags. Anchor fabric with 20 lb. gravel bags placed 3 feet on center. See Exhibit B at end of section.

3.2.2.2 Maintain inlet protection daily as necessary to repair breaches in geotextile fabric. When siltation has occurred, it shall be removed when it has reached a depth of 2 inches. Silt that has been removed shall be disposed of offsite.

3.2.3 ROCK BERM

3.2.3.1 Rock berm shall consist of rip-rap type rock, secured within a wire sheathing as specified, and installed at the toe of slopes, or at the perimeter of developing or disturbed areas. Height of berm shall be a minimum of 18 inches from top of berm to uphill toe of berm. Top width shall be a minimum of 24 inches, with side slopes of 2:1 or flatter. Uphill toe of berm shall be buried a minimum of 4 inches into existing grade. Rock berm shall have a minimum flow-through rate of 60 gallons per minute per square foot of berm face. See Exhibit C at end of section.

3.2.3.2 Maintain rock berm in a condition that allows the sediment to be removed, when the depth of sediment has reached 1/3 the height of the berm. Berm shall be reshaped as needed, and silt buildup removed, to maintain specified flow through berm.

3.2.3.3 Rock berm shall be removed when the disturbed areas served have been stabilized as specified.

3.2.4 SILT FENCE

3.2.4.1 Silt fences shall consist of non-woven geotextile fabric, attached to wire fabric backing to support the geotextile. The wire fabric should be galvanized 2" x 4" welded wire, 12-gauge minimum. Attach non-woven geotextile fabric to fence with hog rings or standard cable/wire ties, leaving a toe of fabric at the bottom of the fence of not less than 6 inches. Steel posts as specified shall be driven to a depth of 1 foot minimum and spaced not more than 6 feet on center. Tilt posts slightly, in an uphill direction for additional strength. Attach fencing to posts with standard cable/wire ties. Dig a 6 inch deep by 6 inch wide trench on the disturbed side of the fence, bury geotextile fabric in trench, backfill and tamp. Abutting ends of geotextile fabric shall be overlapped a minimum of 12 inches. See Exhibit D at end of section.

3.2.4.2 Maintain silt fence daily as necessary to repair breaches in geotextile fabric. Maintain steel posts as specified in tilted condition. When siltation has occurred, it shall be removed when it has reached a depth of 6 inches. Silt that has been removed shall be disposed of offsite.

3.2.4.3 Remove silt fence when the disturbed areas protected by silt fence have been completely stabilized as specified. Minimize site disturbance while removing silt fence and posts.

3.2.5 TRIANGULAR DIKE

3.2.5.1 See Exhibit E for information regarding installation of Triangular Dike

3.2.6 STABILIZED CONSTRUCTION EXIT

3.2.6.1 A steel grid that allows the safe passage of vehicles while agitating the tires to loosen and remove the soil buildup. The grid or structures shall conform to the following:

a. It shall consist of pipes or tubes spaced such that there is a minimum clear distance between the pipes or tubes of 4½ inches. It shall be elevated above the ground surface a minimum of 8 inches to allow water, debris and soil to drain.
b. Minimum diameter of pipe or tube shall be 3 inches.
c. It shall be designed to support any and all vehicles entering and leaving the construction site.
d. It shall be firmly placed in the ground at the exit.
e. It shall be of sufficient length so that the agitation will remove the soil from the tires or a minimum of 12 feet.
f. At the street side approach of the grid, there shall be an impervious surface or it shall consist of 3" to 5" diameter angular crushed stone/rock approximately 5 feet in length, minimum, and 8 inches deep, minimum. On the job site side of the grid, there shall be 3" to 5" diameter angular crushed stone/rock 15 feet in length, minimum, and 8 inches deep, minimum. The steel grid will be between the street side

approach and the job site crushed stone/rock. All crushed stone/rock shall have filter fabric beneath the stone/rock. See diagram on Exhibit F at end of section.

g. Steel grid area shall be used as the tire wash area. When tire wash is in use (rainy or muddy days) the area shall be manned and the tires shall be washed using a high pressure hose/nozzle.

h. The area beneath the grid shall be sloped such that debris, soil and water shall be diverted back on to the construction site or to a sediment basin. No water, soil or debris shall leave the construction site. The resulting discharge shall be disposed of properly.

i. The stabilized construction exit shall be properly maintained throughout the entire construction process until removal is approved by OFPC.

3.2.7 CONCRETE/PAINT/STUCCO/EQUIPMENT WASHOUT (SELF INSTALLED)

3.2.7.1 Concrete Truck Washout (self installed) shall be constructed so that it will be able to accommodate the maximum number of anticipated concrete trucks that will be cleaned on any given day at any given time using 7 gallons of water for washout per truck or 50 gallons of water to wash out pump trucks. The area utilized to contain the wash water and concrete solids cleaned from the trucks will be a minimum of 10 feet in width. The containment area will be covered with 10 mil plastic sheeting without any holes or tears and the seams shall be sealed according to manufacturer's recommendations. The gravel bags, concrete blocks or open graded rocks shall line the outside perimeter and shall be double wrapped with the 10 mil plastic sheeting to prevent any potential for runoff from the containment area. See Exhibit G at end of section.

3.2.7.2 The concrete truck washout containment area shall be maintained in a condition that will not allow concrete buildup within the containment area to exceed 50% of the storage capacity.

3.2.7.3 The concrete truck washout area will be removed when it is no longer necessary to wash out concrete trucks on the site.

3.2.7.4 Equipment Cleaning: Clean equipment in a manner that does not create any discharge of cleaning agents, paints, oil or solvents to a storm sewer, waterway or onto the ground. Soaps and detergents must never be discharged to the ground. Cement handling equipment must be rinsed in a contained area and there must be no drainage off-site or onto to ground.

3.2.7.5 When rinsing painting equipment/tools outside, rinse water must be contained in a bucket or other container for appropriate disposal. Water based or latex paint rinse water may be discharged to the sanitary sewer only with permission/approval from UT EH&S.

3.2.7.6 Oil based paint wastes, including solvents and thinners, must not be disposed

of in the sanitary sewer; they must be collected and disposed of through the contractor's disposal company in accordance with applicable laws and regulations.

3.2.7.7 Discharges from pressure washing using soaps or chemicals must not be allowed to enter a storm sewer. The wastewater will need to be collected with a berm and vacuumed (transported to appropriate disposal site). If the rinse only contains water and dirt (sediment) it may be spread on a grass area or contained/filtered with clean water allowed to enter storm sewer. In some cases it may also be possible to discharge to a sanitary sewer with permission from UT EH&S.

3.2.8 TEMPORARY STORAGE TANKS

3.2.8.1 Must be located in a bermed containment area. The berm must be a minimum 3 feet in all directions, and the height of the berm must contain the maximum contents of the largest tank plus 8 inches (approximately 110% of the tank capacity). The containment area is constructed by beginning with a 2-inch sand pad, and then covered with 6-mil plastic or rubber sheeting. The sheeting is then covered with another 2-inch layer of sand. The plastic sheeting is secured to the outer berm.

3.2.8.2 Storage tanks are to be placed no closer than 50 feet from a building or property line.

3.2.8.3 If using tanks with a gravity feed setup, the containment must be of sufficient size to be able to contain the tank if it should fall over.

3.2.8.4 There must be a fusible link at the valve that will shut off the flow to the hose in the event of a fire.

3.2.8.5 There must be sufficient cover for the tank and the containment area to prevent potential storm water runoff.

3.2.8.6 The area within the containment area is to be kept free and clear of spills; if a spill occurs, the sand is to be removed and replace with a fresh layer of sand.

3.2.8.7 The storage tank containment area is to be removed from the site once it has been determined that it will no longer be used on the construction site.

3.2.9 DIVERSION DIKE

3.2.9.1 Diversion dikes shall be formed and shaped using compacted fill, and shall not intercept runoff from more than 10 acres. The dike shall have a minimum top width of 24 inches, and a minimum height of 18 inches. Soil shall have side slopes of 3:1 or flatter, and shall be placed in 8-inch lifts. Compact soil to 95% standard proctor density. Where protected slopes exceed 2 percent, the uphill side of diversion dike shall be stabilized with

crushed stone or erosion control matting to a distance of not less than 7 feet from toe of dike. The channel that is formed by the diversion dike must have positive drainage for its entire length to a stabilized outlet, such as a rock berm, sandbag berm, or stone outlet structure. Storm water shall not be allowed to overflow the top of diversion dike at any point other than the stabilized outlet.

3.2.9.2 Maintain the diversion dike in a condition that allows the storm water runoff to be diverted away from exposed slopes. Repair any failures at top of dike and remove sediment as necessary behind the dike to allow positive drainage to a stabilized outlet.

3.2.9.3 Remove diversion dike when the expose slopes being protected are stabilized with vegetation or other permanent cover.

3.2.10 INTERCEPTOR SWALE

3.2.10.1 An interceptor swale shall be implemented to prevent on or off-site storm water from entering a disturbed area, or prevent sediment-laden runoff from leaving the site or disturbed area. The interceptor swale shall be excavated as required by the SWPPP drawings, with side slopes of 3:1 or flatter. This shall include all labor and equipment associated with the installation and maintenance of the swale as shown on the construction documents. Constructed swale may be v-shaped or trapezoidal with a flat bottom, depending on the volume of water being channeled. Sediment laden runoff from swale shall be directed to a stabilized outlet or sediment-trapping device. Flow line of swale shall have a continuous fall for its entire length and shall not be allowed to overflow at any other points along its length.

3.2.10.2 Maintain interceptor swale in a condition that allows the storm water runoff to be channeled away from disturbed areas. Remove sediment in swale as necessary to maintain positive drainage to a stabilized outlet.

3.2.10.3 Fill in or remove swale after the disturbed area/s being protected is completely stabilized as specified.

3.2.11 EROSION CONTROL MATTING

3.2.11.1 Remove all rocks, debris, dirt clods, roots, and any other obstructions which would prevent the matting from lying in direct contact with the soil. 6 inch by 6 inch anchor trenches shall be dug along the entire perimeter of the installation. Bury matting in trenches, backfill and compact. Fasten matting to the soil using 10-gauge wire staples, 6 inches in length and 1 inch wide. Use a minimum of 1 staple per 4 square feet of matting, and at 12 inches on center along all edges. Install parallel to flow of water and overlap joining strips a minimum of 12 inches.

3.2.11.2 Maintain erosion control matting by repairing any bare spots. Missing or loosened matting shall be promptly replaced or re-anchored.

3.2.11.3 Remove matting where protection is no longer required. In areas where permanent vegetation is established along with matting, matting can be left in place permanently.

3.2.12 MULCHES

3.2.12.1 Apply specified mulches in areas identified on the SWPPP, to a depth of 3 inches or as otherwise specified on the SWPPP drawings.

3.2.13 BPM Details

3.2.13.1 Refer to Exhibits for the following BMP details:
Exhibit A -- Area Inlet Detail
Exhibit B -- Curb Inlet Detail
Exhibit C -- Rock Berm Detail
Exhibit D -- Silt Fence Detail
Exhibit E -- Triangular Dike Detail
Exhibit F -- Stabilized Construction Exit
Exhibit G -- Concrete Truck Washout

## 3.3 INSPECTIONS AND RECORD KEEPING

3.3.1 Contractor shall inspect all BMPs on 7-day intervals. Coordinate inspections with OFPC CI, who is also required by TPDES to regularly inspect the site. Use standard Owner Inspection forms (see form in Part 4 of this Section) for each inspection. Record all deficiencies of site controls, and take appropriate action to correct any deficiencies recorded. Exception is rock berms located in a streambed. Any rock berm located in a streambed shall be inspected on a daily basis. Keep records of inspections current and on file, available for review by EPA, TCEQ, MS4 Operator Representative and/or Owner's Representative.

3.3.2 Contractor shall keep records of all Contractor inspections on file with SWPPP book at project site, and make available for review by Owner's Representative or EPA, TCEQ or MS4 Operator officials requesting review of SWPPP inspection records. One copy of each inspection report shall be delivered to the CI and the RCM office.

3.3.3 Contractor shall keep records of all major grading and stabilization activities on file with the SWPPP book at the project site and make available for review by Owner's representative, EPA, TCEQ, or MS4 Operator officials requesting review of the SWPPP.

3.3.4 Contractor shall retain copies of all inspection records and the Major Grading and

Stabilization Log along with SWPPP book for 3 years from NOT date per TCEQ regulations.

3.4 MAINTENANCE

3.4.1 All erosion and sediment control measures and other protective measures identified in the SWPPP must be maintained in effective operating condition. If through inspections the permittee determines that BMPs are not operating effectively, maintenance must be performed before the next anticipated storm event or as necessary to maintain the continued effectiveness of storm water controls. If maintenance prior to the next anticipated storm event is impracticable, maintenance must be scheduled and accomplished as soon as practicable. Erosion and sediment controls that have been intentionally disabled, run over, removed or otherwise rendered ineffective must be replaced or corrected immediately upon discovery.

3.5 Waste Disposal

3.5.1 Contractor is responsible for proper disposal of hazardous materials. Hazardous wastes (such as flammable petroleum products and solvents, thinners) and materials contaminated with hazardous wastes are considered regulated wastes, and should be containerized for transport and disposal by a permitted company in accordance with applicable laws and regulations.

3.5.2 Any trash or debris must be contained on site and disposed of in a recycling bin or waste receptacle in accordance with applicable laws and regulations to prevent wind or rain from carrying it off-site into a storm drain. Non-hazardous solid wastes such as general construction debris may be recycled or disposed of in the trash container. Never dispose of liquid wastes of any kind in University dumpsters.

**PART 4 - SAMPLE FORMS**

The following forms or sketches are to be used by the Contractor in the execution of the work in this Section, in compliance with TPDES requirements and the SWPPP.

- UT System OFPC SWPPP Project Start-up
- Major Grading and Stabilization Log
- SWPPP Posting Sign for Main Construction Entrance for large construction site 5 acres or greater
- SWPPP Posting Sign for Main Construction Entrance for small construction site 1 to less than 5 acres

Contact the Owner's representative for electronic copies of these forms to be used in the execution of work in this section:

- TCEQ TPDES Notice of Intent (NOI)

- TCEQ TPDES CSN (Large CSN or Small CSN)
- TCEQ TPDES Notice of Termination (NOT)
- UT System OFPC Notice of Termination (OFPC NOT)
- Shared SWPPP Acceptance Certification form
- UT System OFPC SWPPP Inspection form

END OF SECTION 01 57 23

*The University of Texas System*
*Office of Facilities Planning and Construction*
*702 Colorado Street, Suite 4.100 Austin, Texas 78701*
*(512) 499-4600 FAX (512) 499-4604*

# SWPPP Project Start-up

Contractors must meet 4 TPDES requirements before soil-disturbing activities can commence on OFPC construction projects. This form provides the Contractor and Owner an acceptance of compliance with initial BMPs and required paperwork for commencement of work on the project site.

**The Contractor is to initial items that are certified as complete and then review for concurrence with the Owner's Designated Representative.**

1 **BMPs applicable to this project have been inspected to ensure correct placement in accordance with the SWPPP and for proper installation according to specifications.**

_____ _____
*Initial by Contractor* *Initial by OFPC CI*

2 **The SWPPP is approved and on site.**

_____ _____
*Initial by Contractor* *Initial by OFPC CI*

3 **The TCEQ NOI and OFPC Posting Notice forms (and permits if received) or the TCEQ CSNs are complete and posted for all permittees at the main entrance to the project site.**

_____ _____
*Initial by Contractor* *Initial by OFPC CI*

4 **Inspector qualifications and letter of delegation of authority are inserted in the SWPPP.**

_____ _____
*Initial by Contractor* *Initial by OFPC CI*

Having met the above requirements and in recognition of prior receipt of Notice to Proceed, the Contractor is authorized to commence work on site.

_____ OFPC Project #_
Contractor

_____ Date: _
OFPC Resident Construction Manager

# The University of Texas System

**Office of Facilities Planning and Construction**
**702 Colorado Street, Suite 4.100 Austin, TX 78701**
**(512) 499-4600 FAX (512) 499-4604**

# Storm Water Pollution Prevention Plan
# Major Grading and Stabilization Activities Log

| Start Date | End Date* | Type and Location of Activity |
|---|---|---|
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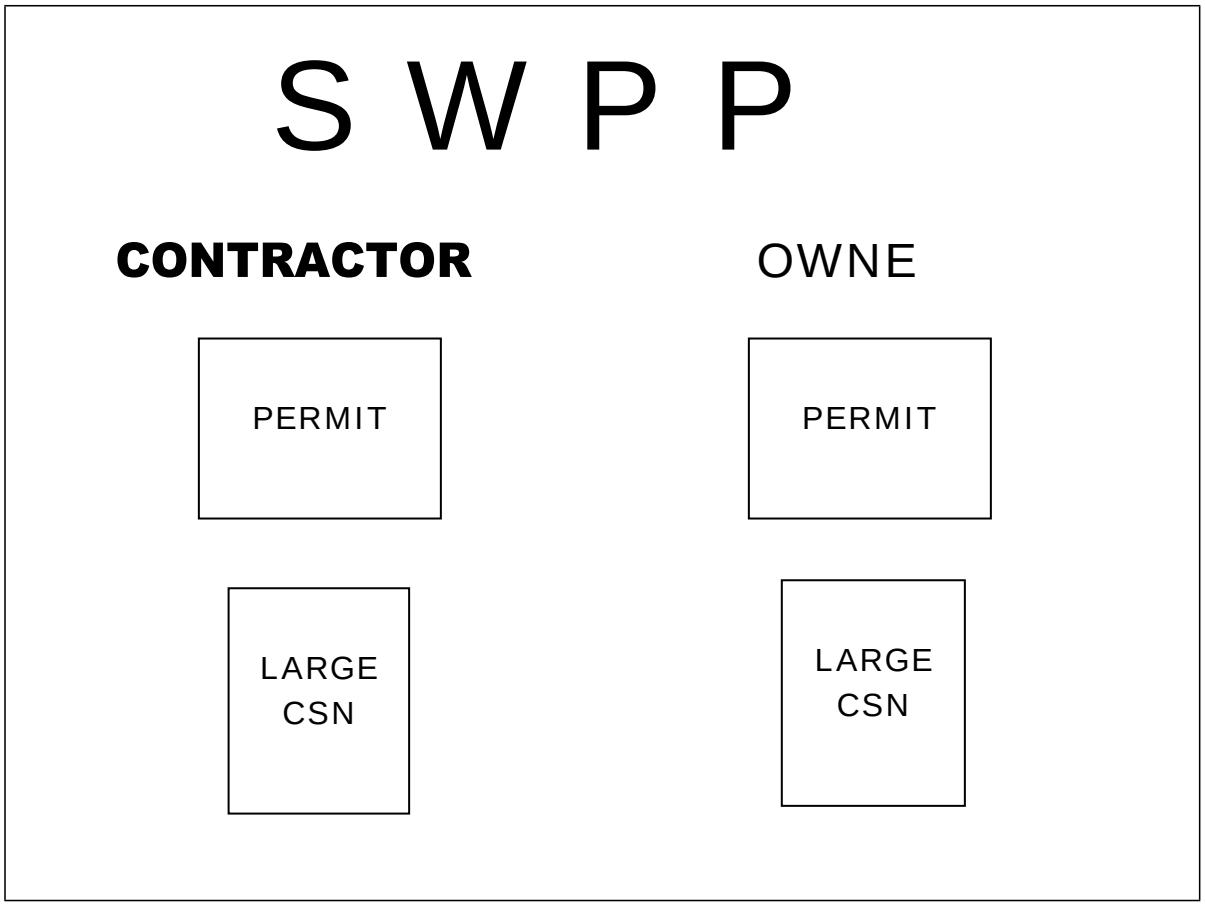
***End Date does not pertain to stabilization activities**

# Sign for Large Construction Site




**MINIMUM SIGN SPECIFICATIONS: 5 Acre or Greater Sites**

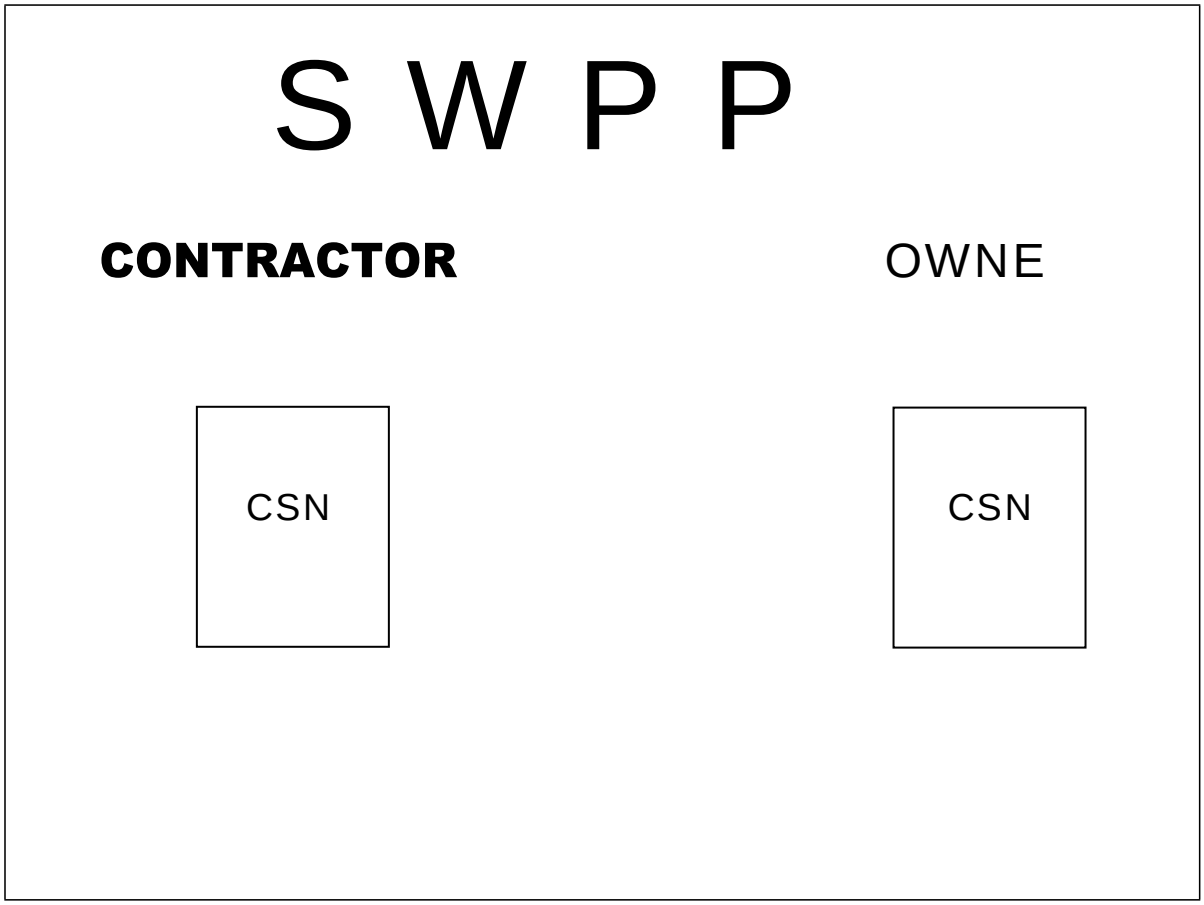
**SIGN - Exterior grade ¾" plywood, cut 4' x 4', with red painted letters, background painted white – DISPLAY ON CONSTRUCTION FENCE AT MAIN ENTRANCE TO PROJECT SITE.**

**S W P P P - 10-inch painted letters, 3 inches from top of sign, centered**

**CONTRACTOR OWNER - 3 inch painted letters, 4 inches below SWPPP letters, centered on each half of sign**

**PERMIT, CSN - 8-1/2 X 11 TCEQ forms, laminated beyond edges of documents, stapled to plywood.**

# Sign for Small Construction Site




**MINIMUM SIGN SPECIFICATIONS: 1 to Less than 5 Acre Sites**

**SIGN - Exterior grade ¾" plywood, cut 4' x 4', with red painted letters, background painted white – DISPLAY ON CONSTRUCTION FENCE AT MAIN ENTRANCE TO PROJECT SITE.**

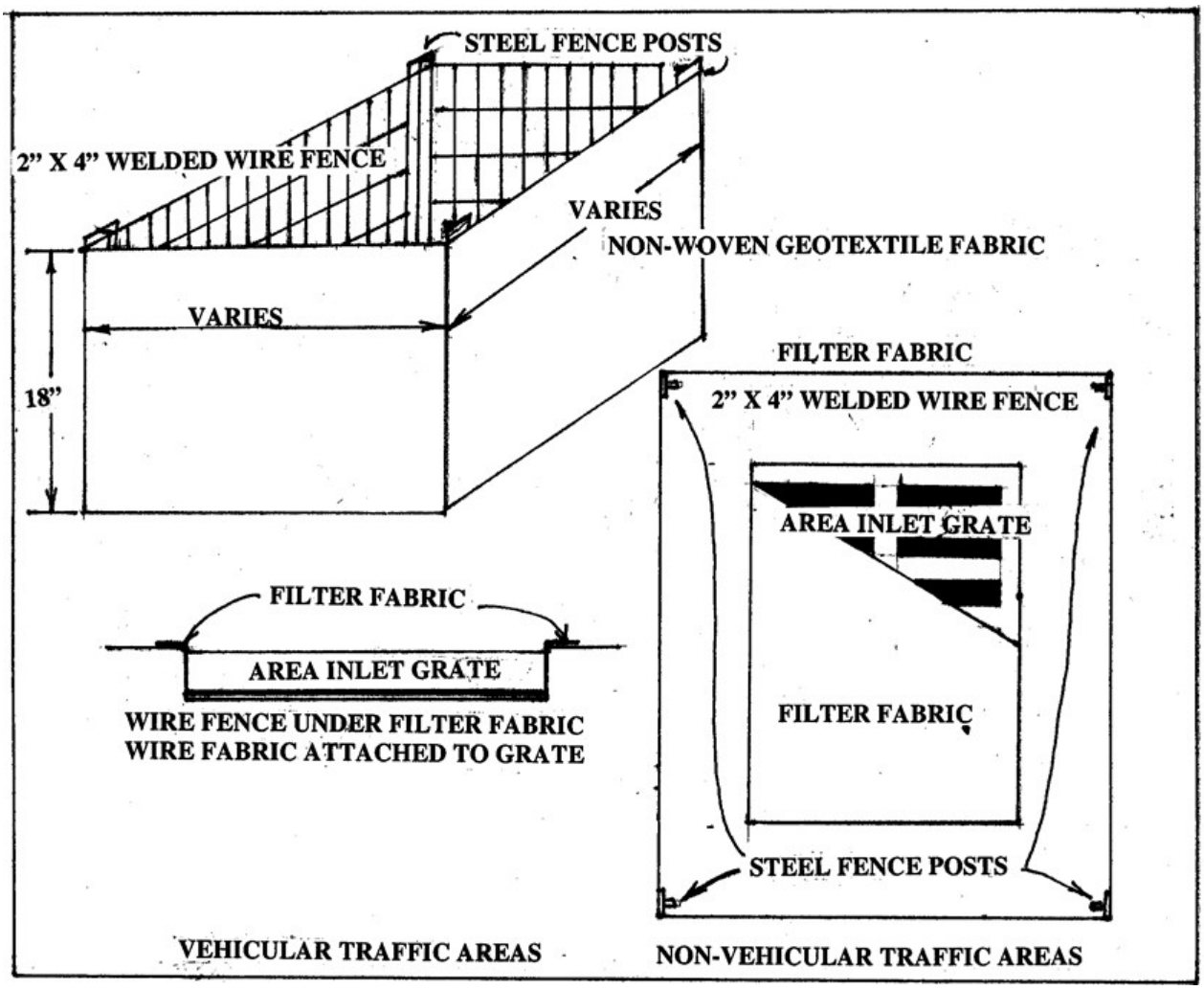
**S W P P P - 10-inch painted letters, 3 inches from top of sign, centered**

**CONTRACTOR OWNER - 3-inch painted letters, 4 inches below SWPPP letters, centered on each half of sign**

**CONSTRUCTION SITE NOTICE - 8-1/2 X 11 TCEQ forms, laminated beyond edges of documents, stapled to plywood.**

# EXHIBIT A

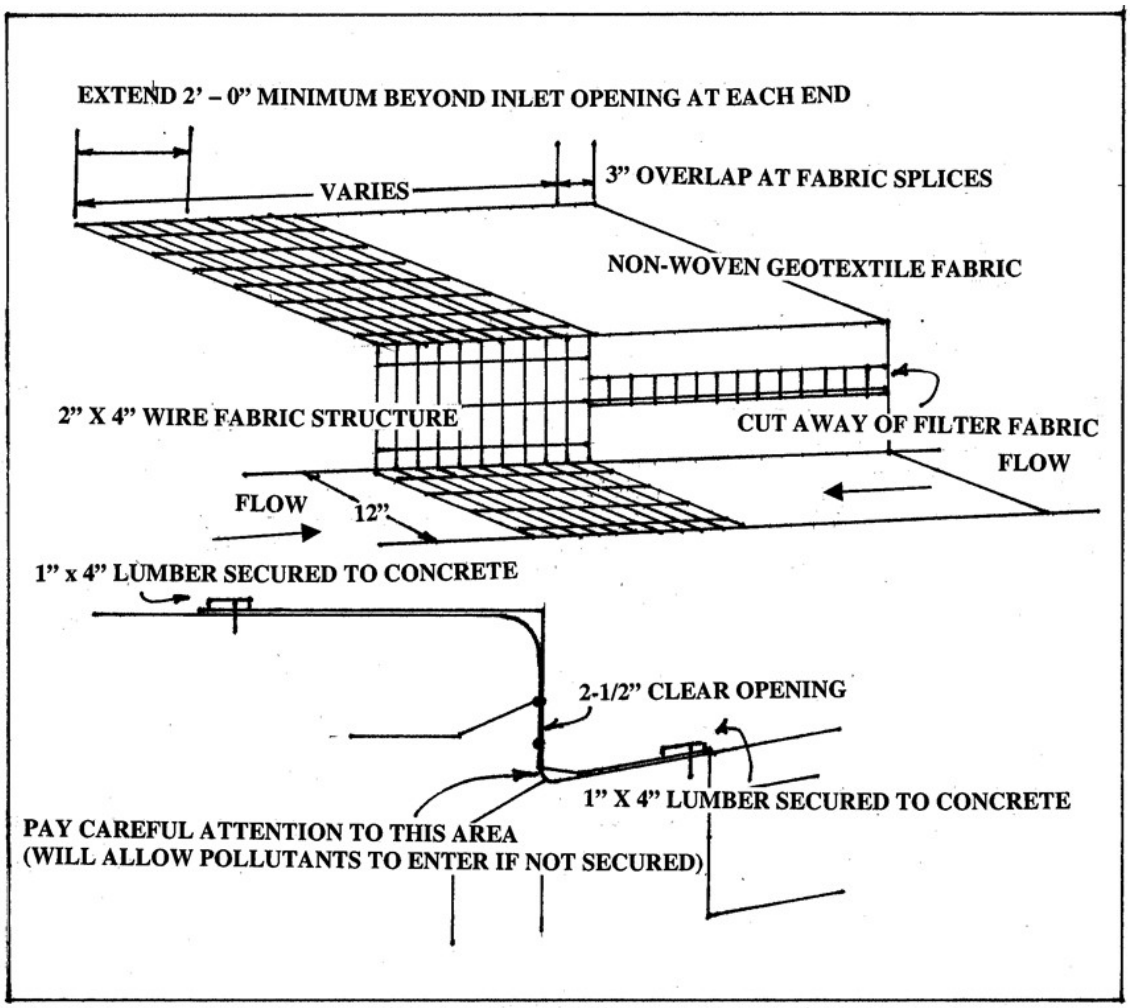
## Area Inlet Detail




1. **INSTALL STEEL POSTS THAT SUPPORT THE SILT FENCE AT EACH CORNER, AND ALSO BETWEEN CORNERS IF THE DISTANCE IS GREATER THAN 6 FEET BETWEEN CORNER POSTS.**
2. **USE SILT FENCE DETAIL FOR INSTALLATION OF THE SILT FENCE AROUND THE AREA INLET.**
3. **LIFT THE METAL AREA INLET GRATE, WRAP THE FILTER FABRIC AROUND IT, AND THEN REPLACE THE GRATE.**
4. **IN VEHICULAR TRAFFIC AREAS, LIFT THE METAL GRATE OUT AND PLACE WIRE FENCE MATERIAL UNDER IT WITH FILTER FABRIC PLACED BETWEEN THE GRATE AND THE WIRE FENCE. THEN ATTACH THE WIRE FENCE TO THE GRATE.**
5. **REMOVE ACCUMULATED SILT WHEN THE FILTER FABRIC OVE THE GRATE COMPLETELY COVERS THE GRATE AREA AND THE SILT AROUND THE SILT FENCE REACHES A HEIGHT OF 6 INCHES.**
6. **REMOVE AREA INLET PROTECTION WHEN THE SITE IS COMPLETELY STABILIZED.**

# EXHIBIT B

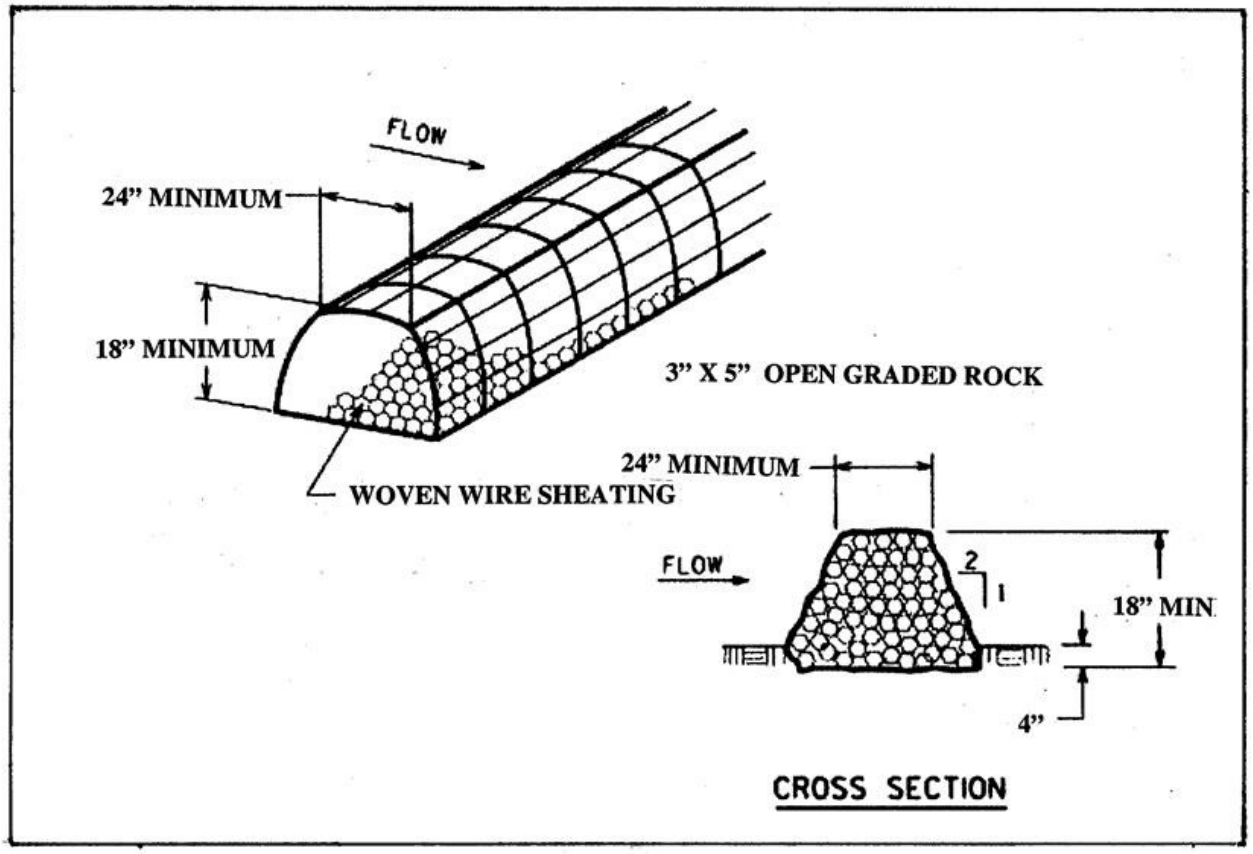
## Curb Inlet Detail




1. **WHERE MINIMUM CLEARANCES CAUSE TRAFFIC TO DRIVE IN THE GUTTER, USE 1" BY 4" LUMBER SECURED WITH CONCRETE NAILS 3 FEET ON CENTER NAILED INTO THE CONCRETE. IF THERE IS PEDESTRIAN TRAFFIC ONLY, THE USE OF 20# GRAVEL BAGS TO SECURE MATERIAL IS PERMITTED.**
2. **REMOVE SECTION OF FILTER FABRIC AS SHOWN IN THIS DETAIL. SECURE FABRIC TO WIRE BACKING WITH CLIPS OR HOG RINGS AT THIS LOCATION.**
3. **INSPECT DAILY AND REMOVE SILT ACCUMULATION WHEN THE DEPTH REACHES 2 INCHES.**
4. **MONITOR THE PERFORMANCE OF THE INLET PROTECTION DURING EACH RAINFALL EVENT AND REMOVE PROTECTION IMMEDIATELY IF THE STORM WATER BEGINS TO OVERTOP THE CURB.**
5. **REMOVE ACCUMULATED SILT WHEN THE FILTER FABRIC OVER THE GRATE COMPLETELY COVERS THE GRATE AREA AND THE SILT AROUND THE SILT FENCE REACHES A HEIGHT OF 6 INCHES.**
6. **REMOVE INLET PROTECTION AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED.**

# EXHIBIT C

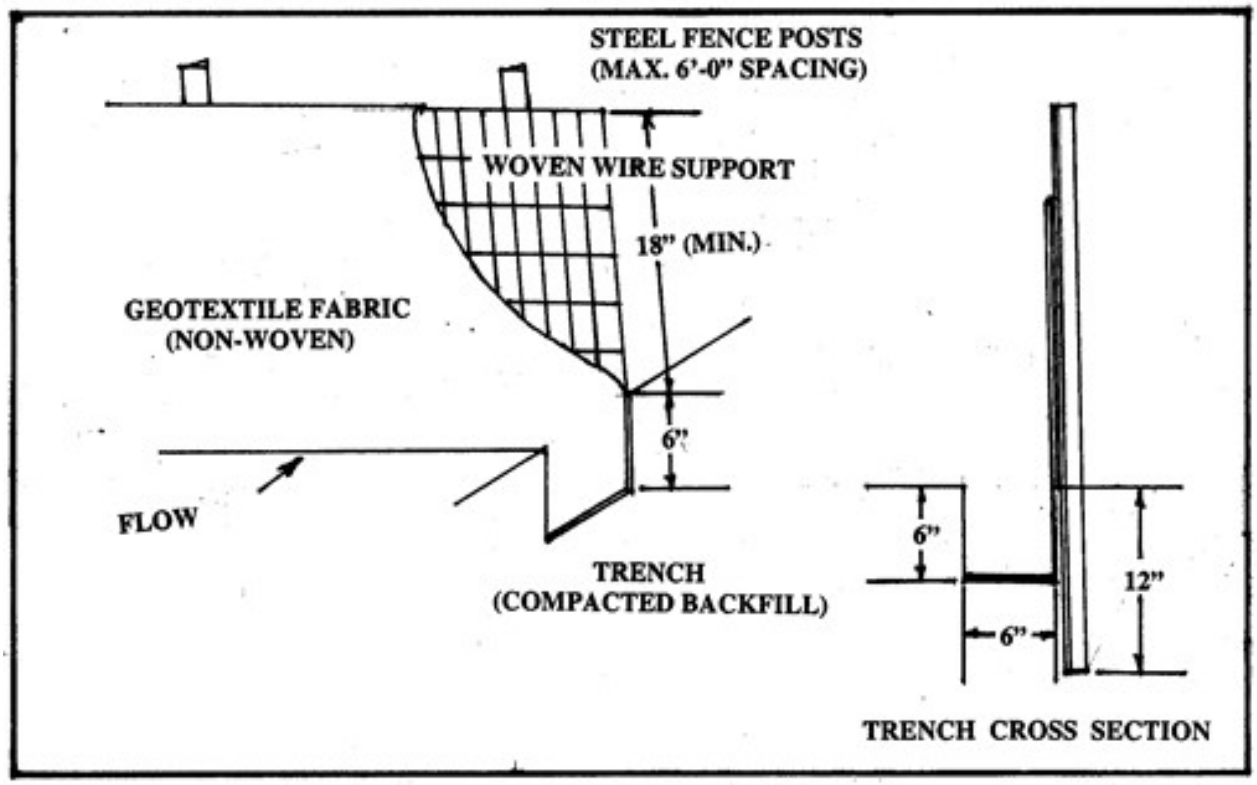
## Rock Berm Detail




1. **USE ONLY OPEN GRADED 4" X 8" ROCK FOR STREAM FLOW CONDITIONS. USE 3" X 5" OPEN GRADED ROCK FOR OTHER CONDITIONS.**
2. **SECURE THE ROCK BERM WITH A WOVEN WIRE SHEATHING HAVING A MAXIMUM 1 INCH OPENING AND A MINIMUM 20-GAUGE WIRE DIAMETER. ANCHOR ROCK BERMS IN CHANNEL APPLICATIONS FIRMLY INTO THE SUBSTRATE A MINIMUM OF 6 INCHES WITH TEE POSTS OR WITH #5 OR #6 REBAR WITH A MAXIMUM SPACING OF 48 INCHES ON CENTER.**
3. **INSPECT THE ROCK BERM WEEKLY. REPLACE THE STONE AND/OR FABRIC CORE-WOVEN SHEATHING WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC, ETC.**
4. **WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR 6 INCHES, WHICHEVER IS LESS, REMOVE THE SILT AND DISPOSE OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SILTRATION PROBLEM.**
5. **INSPECT SEVERE SERVICE ROCK BERMS DAILY, AND REMOVE SILT WHEN ACCUMULATION REACHES 6 INCHES.**
6. **WHEN THE SITE IS COMPLETELY STABILIZED, REMOVE THE ROCK BERM AND ACCUMULATED SILT AND DISPOSE OF IN AN APPROVED MANNER.**

# EXHIBIT D

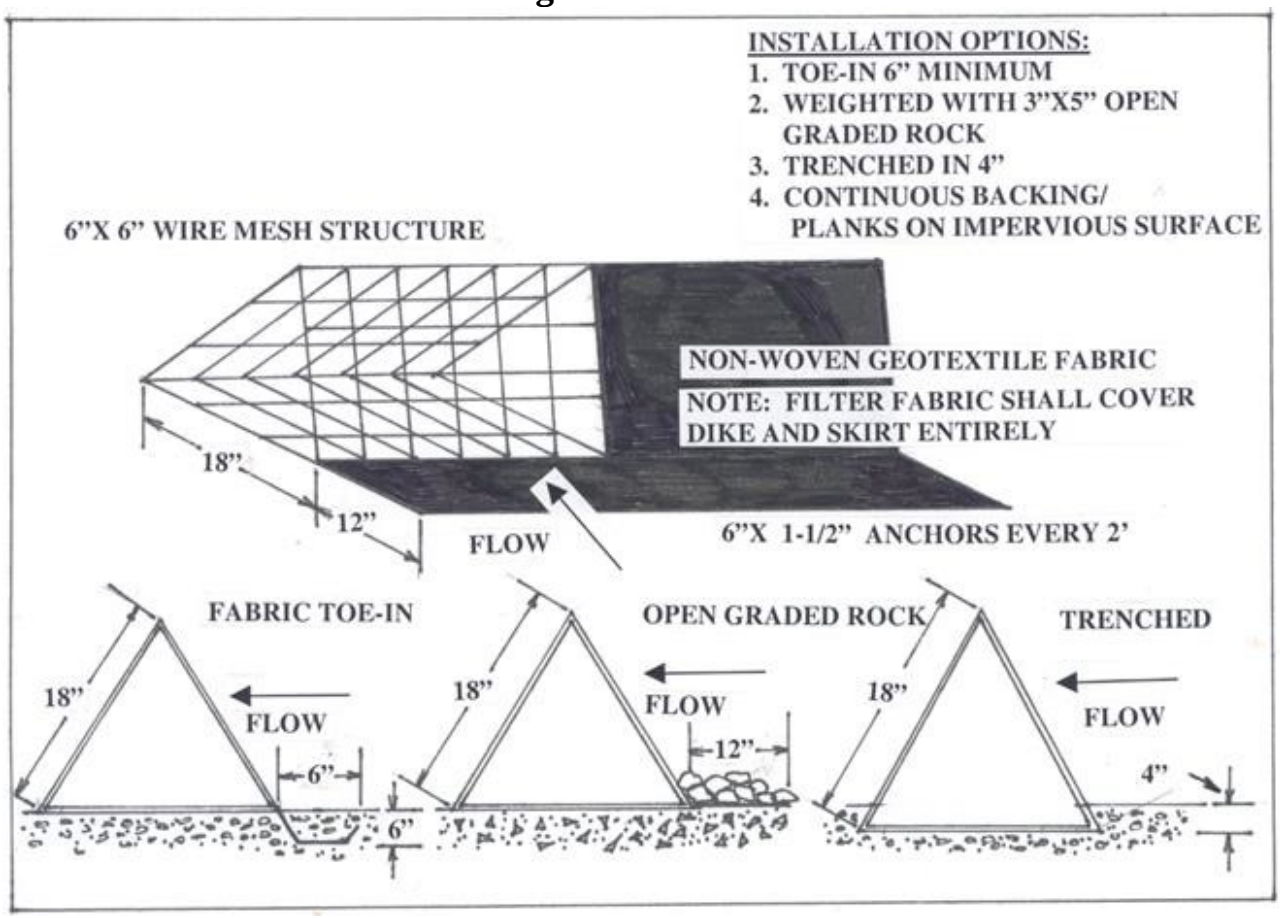
## Silt Fence Detail




1. **INSTALL STEEL POSTS THAT SUPPORT THE SILT FENCE ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF 12 INCHES.**
2. **TRENCH IN THE TOE OF THE SILT FENCE WITH A SPADE OR MECHANICAL TRENCHER SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF THE FLOW. WHERE FENCE CAN NOT BE TRENCHED INTO THE SURFACE, (E.G., PAVEMENT), WEIGHT THE FABRIC DOWN WITH ROCK OR 1" X 4" LUMBER SECURELY FASTENED TO THE SURFACE. PLACE ON THE UPSTREAM SIDE TO PREVENT FLOW UNDER THE FENCE.**
3. **THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE FILTER FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.**
4. **FASTEN THE FILTER FABRIC SECURELY TO THE WOVEN WIRE BACKING, AND IN TURN FASTEN IT SECURELY TO THE STEEL FENCE POST.**
5. **REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF 6 INCHES, DISPOSE OF THE SILT ON AN APPROVED SITE AND IN SUCH A MANNER THAT IT WILL NOT CONTRIBUTE TO ADDITIONAL SILTRATION.**
6. **INSPECT THE SILT FENCE WEEKLY AND REPAIR OR REPLACE PROMPTLY IF NEEDED.**
7. **WHEN THE SITE IS COMPLETELY STABILIZED, REMOVE THE SILT FENCE.**

# EXHIBIT E

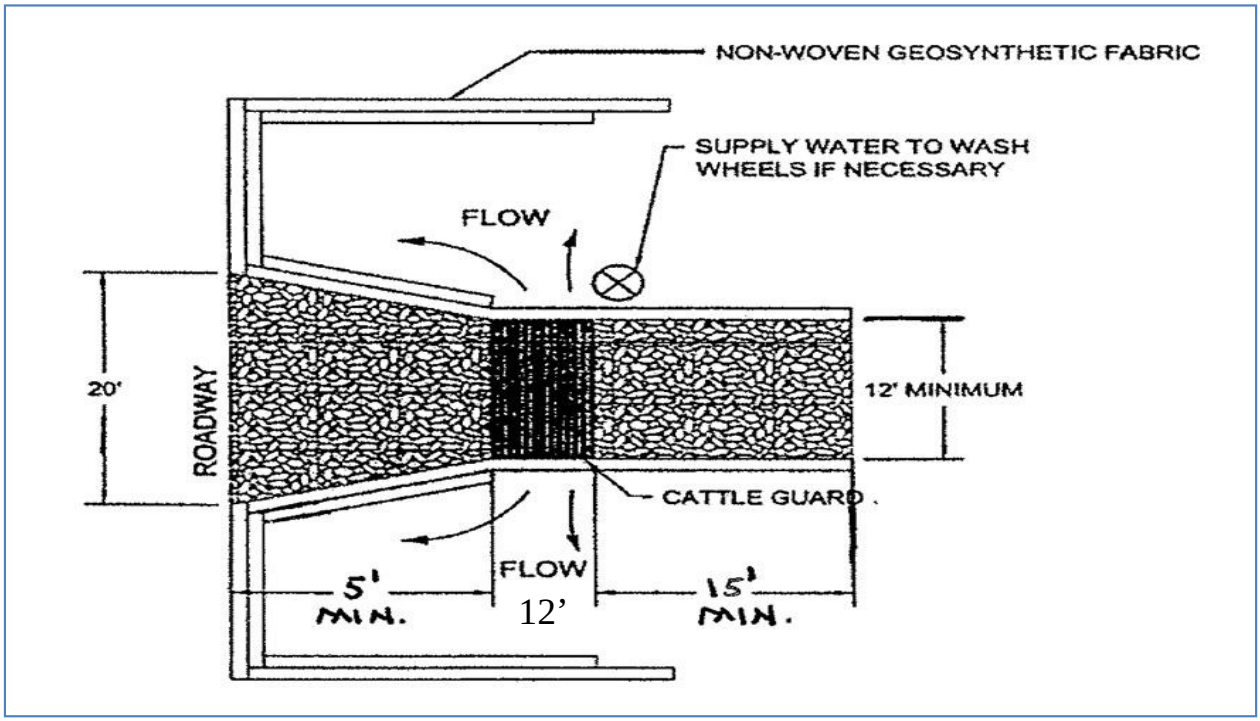
## Triangular Dike Detail




1. **PLACE DIKES IN A ROW WITH EACH END TIGHTLY ABUTTING THE ADJACENT DIKE.**
2. **THE FABRIC COVER AND SKIRT SHALL BE A CONTINUOUS WRAPPING OF NON-WOVEN GEOTEXTILE. THE SKIRT SHALL BE A CONTINUOUS EXTENSION OF THE FABRIC ON THE UPSTREAM FACE.**
3. **WEIGHT THE SKIRT WITH A CONTINUOUS LAYER OF 3" x 5" OPEN GRADED ROCK, 1" x 4" SECURELY FASTENED LUMBER, OR TOED-IN 6 INCHES WITH MECHANICALLY COMPACTED MATERIAL. OTHERWISE, TRENCH IT IN 4 INCHES IN DEPTH.**
4. **ANCHOR DIKES AND SKIRT SECURELY IN PLACE USING 6 INCH WIRE STAPLES ON 2 FOOT CENTERS ON BOTH EDGES OF SKIRT, OR STAKE USING 3/8 INCH REBAR WITH TEE ENDS.**
5. **LAP FILTER MATERIAL OVER ENDS 6 INCHES TO COVER DIKE TO DIKE JOINTS. FASTEN JOINTS WITH GALVANIZED HOG RINGS.**
6. **THE DIKE STRUCTURE SHALL BE 6-GAUGE 6" x 6" WIRE MESH, 18 INCHES ON A SIDE.**
7. **REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF 6 INCHES, AND DISPOSE OF IT IN A MANNER THAT WILL NOT CAUSE ADDITIONAL SILTRATION.**
8. **INSPECT TRIDIKES WEEKLY AND REPAIR OR REPLACE PROMPTLY AS NEEDED.**
9. **AFTER THE SITE IS COMPLETELY STABILIZED, REMOVE THE DIKES AND ANY REMAINING SILT.**

# EXHIBIT F

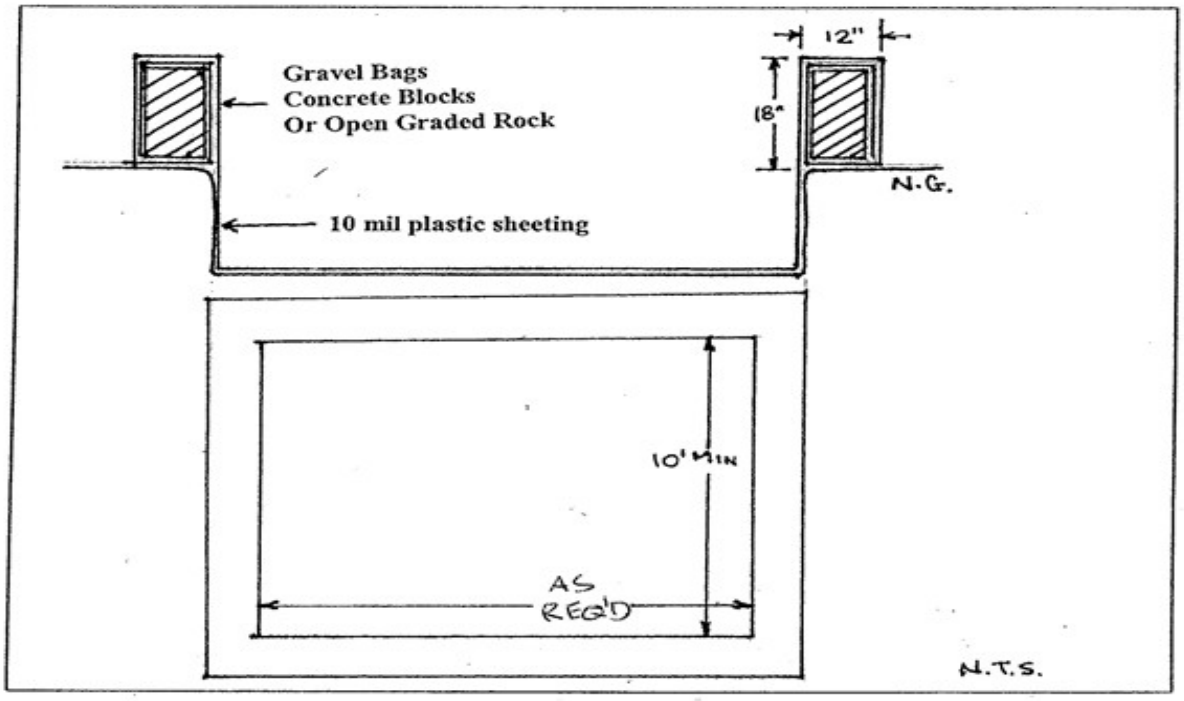
## Stabilized Construction Exit




1. **THE GRID CONSISTS OF PIPES OR TUBES WITH A MINIMUM DIAMETER OF 3 INCHES, AND SPACED SUCH THAT THERE IS A MINIMUM CLEAR DISTANCE OF 4 1/2 INCHES BETWEEN THEM. ELEVATE THE GRID ABOVE THE GROUND SURFACE A MINIMUM OF 8 INCHES TO ALLOW WATER, DEBRIS AND SOIL TO DRAIN.**
2. **THE GRID SHALL BE DESIGNED TO SUPPORT THE WEIGHT OF ANY AND ALL VEHICLES ENTERING AND LEAVING THE CONSTRUCTION SITE.**
3. **THE GRID SHALL BE FIRMLY PLACED IN THE GROUND AT THE EXIT, AND SHALL BE OF SUFFICIENT LENGTH THAT THE AGITATION WILL REMOVE THE SOIL FROM THE TIRES, OR A MINIMUM OF 12 FEET.**
4. **AT THE STREET SIDE APPROACH OF THE GRID, THERE SHALL BE AN IMPERVIOUS SURFACE OR IT SHALL CONSIST OF 3" x 5" ANGULAR CRUSHED STONE/ROCK 5 FEET IN LENGTH MINIMUM, AND 8 INCHES DEEP, MINIMUM. ON THE JOB SITE SIDE OF THE GRID, THERE SHALL BE 3" x 5" ANGULAR CRUSHED STONE/ROCK 15 FEET IN LENGTH, MINIMUM, 8 INCHES DEEP, MINIMUM. THE STEEL GRID WILL BE BETWEEN THE STREET SIDE APPROACH AND THE JOB SITE CRUSHED STONE/ROCK. ALL CRUSHED STONE/ROCK SHALL HAVE FILTER FABRIC PLACED BENEATH IT.**
5. **THE STEEL GRID AREA SHALL BE USED AS THE TIRE WASH AREA. WHEN TIRE WASH IS IN USE (RAINY OR MUDDY DAYS), THE AREA SHALL BE MANNED AND THE TIRES SHALL BE WASHED USING A HIGH PRESSURE HOSE/NOZZLE.**
6. **THE AREA BENEATH THE GRID SHALL BE SLOPED SUCH THAT DEBRIS, SOIL AND WATER SHALL BE DIVERTED BACK ON TO THE CONSTRUCTION SITE OR TO A SEDIMENT BASIN. NO WATER, SOIL OR DEBRIS SHALL LEAVE THE CONSTRUCTION SITE, AND THE RESULTING DISCHARGE SHALL BE DISPOSED OF PROPERLY.**

# EXHIBIT G

## Concrete Truck Washout




1. **THE EXCAVATION FOR THE CONCRETE TRUCK WASHOUT SHALL BE A MINIMUM OF 10 FEET WIDE AND OF SUFFICIENT LENGTH AND DEPTH TO ACCOMMODATE 7 GALLONS OF WASHOUT WATER AND CONCRETE PER TRUCK PER DAY AND/OR 50 GALLONS OF WASHOUT WATER AND CONCRETE PER PUMP TRUCK PER DAY.**
2. **IN THE EVENT THAT THE CONCRETE TRUCK WASHOUT IS CONSTRUCTED ABOVE GROUND, IT SHALL BE 10 FEET WIDE AND 10 FEET LONG, WITH THE SAME REQUIREMENTS FOR CONTAINMENT AS DESCRIBED IN ITEM 1.**
3. **THE CONTAINMENT AREA SHALL BE LINED WITH 10 MIL PLASTIC SHEETING WITHOUT HOLES OR TEARS. WHERE THERE ARE SEAMS, THESE SHALL BE SECURED ACCORDING TO MANUFACTURERS' DIRECTIONS.**
4. **THE BERM CONSISTING OF GRAVEL BAGS, CONCRETE BLOCKS OR OPEN GRADED ROCK SHALL BE NO LESS THAN 18 INCHES HIGH AND NO LESS THAN 12 INCHES WIDE.**
5. **THE PLASTIC SHEETING SHALL BE OF SUFFICIENT SIZE SO THAT IT WILL OVERLAP THE TOP OF THE CONTAINMENT AREA AND BE WRAPPED AROUND THE GRAVEL BAGS, CONCRETE BLOCKS OR OPEN GRADED ROCK AT LEAST 2 TIMES.**
6. **THE GRAVEL BAGS OR CONCRETE BLOCKS SHALL BE PLACED ABUTTING EACH OTHER TO FORM A CONTINUOUS BERM AROUND THE OUTER PERIMETER OF THE CONTAINMENT AREA.**
7. **THE WASHOUT MATERIAL IN THE CONTAINMENT AREA SHALL NOT EXCEED 50% OF CAPACITY AT ANY ONE TIME.**
8. **SOLIDS SHALL BE REMOVED FROM CONTAINMENT AREA AND DISPOSED OF PROPERLY. ANY DAMAGE TO THE PLASTIC SHEETING SHALL BE REPAIRED OR SHEETING REPLACED BEFORE THE NEXT USE.**

The following is provided for convenience to the Owner, Architect/Engineer and Contractor, and is not to be considered by any party to be contractual or 100% complete.

# The Architect/Engineer shall remove this revision log before publication of the project manual for construction.

| Date | Paragraph Revised |
|---|---|
| 02/01/08 | Updated the SWPPP Inspection Form |
| 05/27/08 | Revisions to formatting/New 2008 Permit info/ Certification form |
| 11/08 | Revisions to formatting and sequence/ added language for alternative BMPs |
| 7/13 | Revisions to formatting/New 2013 Permit Info |
| 10/2014 | Added Sections 3.2.7.4, .5, .6, .7 and 3.5.2 |
| | |

## SECTION 01 77 00 - PROJECT CLOSE-OUT PROCEDURES

## PART 1 - GENERAL

1.1. RELATED DOCUMENTS

1.1.1. Provisions established within the Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts (UGC), all Sections of Division 1 - General Requirements, other applicable Sections of all Divisions of Specifications, and the Drawings are collectively applicable to this Section. In the event of conflict between specific requirements of the various documents, the more restrictive, the more extensive (i.e.. more expensive) requirement shall govern.

1.2. SECTION OVERVIEW

1.2.1. General Description of Closeout Requirements

1.2.2. Requirements for Substantial Completion

1.2.3. Provisions for Release of Retainage

1.2.4. Requirements for Final Acceptance

1.2.5. Required Project Record Documents

1.2.6. Project Cleaning

1.3. GENERAL DESCRIPTION OF CLOSEOUT REQUIREMENTS

1.3.1. DEFINITION: Project Closeout is hereby defined to include requirements near the end of the Contract Time, in preparation for substantial completion acceptance, occupancy by Owner, release of retainage, final acceptance, final payment, and similar actions evidencing completion of the work. Specific additional requirements for individual units of work are specified in Sections of Divisions 2 - 33.

1.3.2. TIME of closeout is directly related to completion and acceptance, and therefore may be either a single time period for the entire project, or a series of time periods for individual portions or phases of the project that have been certified as substantially complete at different dates.

1.3.3. This Section is based on completion and acceptance of the entire project during a single time period.

1.3.3.1. If the project is to be accepted in phases, whether by originally specified project scope or by subsequent agreement between the parties, then Project Closeout requirements shall pertain to each separately accepted portion or phase of the project; unless by written notice the Owner allows for these requirements to be done singularly upon anticipated acceptance of the final phase.

1.3.4. RECORD DOCUMENTS for Project Closeout include, but are not necessarily limited to the following drafts, which are required at substantial completion:

1.3.4.1. As-Built Record Drawings

1.3.4.2. As-Built Record Specifications

1.3.4.3. Operating & Maintenance Manuals

1.3.4.4. Record Approved Submittals and Samples

1.3.4.5. Certification of No Asbestos Products Incorporated in Project

1.3.4.6. Completed Punch Lists

1.3.5. REQUIRED DOCUMENTS for final payment to be released include final versions of all of the above and the following:

1.3.5.1. Final Release of Claims & Liens

1.3.5.2. Affidavit of payment of Debt and Claims

1.3.5.3. Consent(s) of Surety

1.3.5.4. Completed SWPPP documents and Notice Of Termination

1.3.5.5. Final Historically Underutilized Business Plan

1.3.5.6. Completed Commissioning and Closeout Manual

1.4. REQUIREMENTS FOR SUBSTANTIAL COMPLETION

1.4.1. Prior to requesting Architect and Owner to schedule a Substantial Completion, or Pre-Final, inspection (for either the entire work or portions thereof as agreed to by the parties to the contract); complete the following and list known exceptions in request.

1.4.1.1. In progress payment request coincident with period of time anticipated for substantial completion, Contractor's payment request should reflect a minimum of 95% completion for all applicable work.

1.4.1.2. Submit to Architect and Owner a complete copy of the Contractor's most current punch list covering the portion(s) of the Project claimed as substantially complete.

1.4.1.2.1. Such punch list shall indicate dates of Contractor re-checks and schedule for completion of work items remaining.

1.4.1.2.2. All items remaining outstanding on the Contractor's punch list shall include a projected date of completion and/or correction with an explanation of why such is not presently completed.

1.4.1.3. Submit to Architect for review the full set of as-built marked-up record drawings and marked-up record specifications as described later in this Section.

1.4.1.4. Submit to Architect for review the preliminary copies of Owner's Operating and Maintenance (O&M) Manuals as described later in this Section.

1.4.1.5. Provide access to Contractor’s copy of the Commissioning and Closeout Manual for review by Owner and Architect. The Manual shall be up to date before the Substantial Completion inspection can be requested.

1.4.1.6. Submit certification statement that no asbestos containing materials have been used or incorporated into the project.

1.4.1.7. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including (where applicable) operating certificates, and similar releases.

1.4.1.8. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.

1.4.2. If Owner intends to occupy Project upon Substantial Completion Acceptance, Contractor shall make provisions for final changeover of locks with the Owner's personnel. Upon written directive from Owner, this task may be waived until final acceptance for the convenience of the Contractor in completing punch list activity.

1.4.3. Complete instructions of Owner's personnel for all systems and equipment serving the areas claimed as substantially complete, for which Owner Training was not completed in association with system demonstrations and inspections. Refer also to Section 01 91 00 - Project Commissioning.

1.4.4. Complete initial clean up requirements as described later in this Section for the entire portion of the Project claimed as substantially complete. Touch up and otherwise repair and restore marred exposed finishes.

1.4.5. SUBSTANTIAL COMPLETION INSPECTION PROCEDURE

1.4.5.1. Refer to UGC and Section 01 45 00 - Project Quality Control

1.4.5.1.1. The Contractor shall ensure the work is ready for inspection and/or reinspection. If the work is found not to be as stated in the Contractor’s punchlist or the items have not been substantially corrected/completed; the inspection will be terminated all costs for the Owner and A/E team for scheduling and attendance at the terminated inspection(s) shall be the responsibility of the Contractor.

1.5. PROVISIONS FOR RELEASE OF RETAINAGE

1.5.1. Refer to UGC

1.5.2. Release of any retainage, or reduction in amount of retainage withheld, is strictly at the discretion of the Owner, regardless of Contractor compliance with requirements. All of the requirements noted for Substantial Completion Acceptance must be completed prior to application for final release of contract retainage. In addition, meet the following requirements:

1.5.2.1. Submit affidavits of final release of claim and lien from each subcontractor and supplier who provided materials and/or labor to the Project.

1.5.2.2. Submit affidavit that all bills for the Project have been paid, or will be paid within thirty (30) days of Contractor receipt of payment.

1.5.2.3. Submit Consent of Surety to Release of Retainage.

1.6. REQUIREMENTS FOR FINAL ACCEPTANCE

1.6.1. Prior to requesting Architect and Owner to schedule Final Inspection for the Project, complete the following:

1.6.1.1. Prepare draft payment request showing 100% completion for each line item on the Schedule of Values. Submit with this draft all final releases and supporting documentation not previously submitted and accepted. Include Certificates of Insurance where applicable. Note that Final Payment, including final release of retainage, will not be issued until all work (including punch list items) has been completed, all requirements met, a project closeout audit performed (if deemed necessary) and a Final Change Order has been processed if required to resolve final cost or closeout audit issues, including deletion of any remaining contract allowances.

1.6.1.2. Submit copy of Architect/Engineer's pre-final, or substantial completion, punch list, which includes evidence that each item has been completed or otherwise resolved.

1.6.1.3. Submit final meter readings for utilities, and similar data as of time of substantial completion or when Owner took possession of and responsibility for corresponding elements of the work.

1.6.1.4. Submit final record as-built drawings and specifications, copies of all approved submittals, and operating & maintenance manuals as described later in this Section. This includes specific warranties, maintenance agreements, product certifications and similar documents. Record closeout documentation must be acceptable to Architect and Owner prior to issuance of final payment.

1.6.1.5. Transmit completed Commissioning and Closeout Manual to the Owner. This manual shall be complete, acknowledging receipt of all attic stock, spare parts, training/demonstration, test reports and any other requirements of the contract documents.

1.6.1.6. Complete final cleaning requirements, including touch-up of marred surfaces.

1.6.1.7. Submit final payment request, including the following documentation:

1.6.1.7.1. Consent of Surety

1.6.1.7.2. Release of Liens and Claims

1.6.1.7.3. Affidavit of payment of Debts and Claims

1.6.1.7.4. Final Historically Underutilized Business Plan

1.6.1.7.5. Completed and signed Notice Of Termination

1.6.1.8. Revise and submit evidence of final and continuing insurance coverage complying with applicable insurance requirements.

1.6.2. FINAL ACCEPTANCE INSPECTION PROCEDURE

1.6.2.1. Upon compliance with all above noted requirements, and following completion of the work required in the substantial completion punch list, provide written notice to the Architect and Owner that the project is ready for Final Inspection. Refer to UGC for additional requirements.

1.6.2.2. All Owner and Architect costs for travel and man-hours for additional inspections at either Substantial Completion or Final Acceptance which are required either by failure of the Contractor to complete the noted punch list items, or by erroneous notices that the work is ready for such inspections, will be the responsibility of the Contractor. Such costs will be deleted from the contract amount in Change Order.

1.7. REQUIRED PROJECT RECORD DOCUMENTS

[U. T. Austin projects require three (3) copies of project record documents where two (2) are indicated under this section.]

1.7.1. AS-BUILT RECORD DRAWINGS

1.7.1.1. Do not use record documents for construction purposes; protect from deterioration and loss in a secure location; provide access to record documents for Owner and/or Architect's reference or review during normal working hours.

1.7.1.2. In general terms; the Contractor is to furnish one set of 4 mil Mylar prints made from the Architect's contract drawings, or subsequent updates thereof, annotated as noted below with actual as-built conditions, two sets of prints made from the mylars, and the original marked-up prints.

1.7.1.2.1. As-built information is to be professionally drafted on first-generation contract prints from which the mylars are to be made.

1.7.1.2.2. As-builts are required to show all changes in the work relative to the original contract documents; and show additional information of

value to Owner's records, but not indicated in original contract documents.

1.7.1.3. Record as-builts are to include marked-up copies of contract drawings and specifications, including newly-prepared drawings if any such are applicable or necessary to achieve the intended result, and shop drawings to include all changed conditions issued through addenda and/or change orders.

1.7.1.3.1. Include marked up product data submittals, field records for variable and concealed conditions such as excavations and foundations, and further; miscellaneous record information on work, which is otherwise recorded only schematically or not at all.

1.7.1.4. Certain individual sections of Divisions 2 through 33 indicate specific requirements, which may clarify requirements of this section. Where a conflict may be perceived to exist, the more restrictive (i.e., more expensive) requirement will prevail. There is no intent, however, to require more sets of as-builts than is indicated herein.

1.7.1.5. The Contractor shall bear all costs associated with obtaining the Architect's original contract documents, or subsequent updated plots thereof, drafting of as-built information, reproduction, including mylar drawings, or other related work.

1.7.1.5.1. All "as built" changes shall be of good drafting quality, performed by a person skilled in drafting and knowledgeable of the conventions of the trades involved.

1.7.1.5.2. The Contractor may utilize his staff or seek outside assistance, including the Project Architect, for this drafting work so long as the requirements pertaining to quality, format, and content are met.

1.7.1.6. MAINTENANCE OF AS-BUILT DRAWINGS DURING CONSTRUCTION

1.7.1.6.1. During progress of the work, maintain a printed set of contract drawings along with specifications and shop drawings in the construction office. Update these drawings weekly, at a minimum, with markup of actual installations, which vary from the work as originally shown.

1.7.1.6.1.1. Mark whatever drawing is most capable of showing actual physical condition, fully and accurately, and reference all other appearances of this work to the sheet, which was updated. Include cross-reference to the official change number on the updated sheet and all additional sheets where the work is shown.

1.7.1.6.1.2. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of work at same general location.

1.7.1.6.1.3. Mark up important additional information, which was either shown schematically or omitted from original drawings. Give particular attention to information on work concealed, which would be difficult to identify or measure and record at a later date.

1.7.1.6.1.4. Note alternative numbers, change order numbers and similar identification for any change.

1.7.1.6.1.5. Require each person preparing markup to initial and date markup and indicate name of firm.

1.7.1.6.2. The Contractor shall maintain and have available for review in conjunction with the regular project meetings, a current set of the as-built drawings and specifications marked with "as constructed" information. Availability for review, and acceptability, of both the format and the content is a prerequisite condition for certification of monthly pay requests by the Owner and Architect.

1.7.2. SUPPLEMENTAL DRAWINGS

1.7.2.1. Where marked-up shop drawings are intended for inclusion in the record set, mark cross-reference on contract drawings at corresponding location. Use of shop drawings as supplements to the record as-builts is encouraged for all items which require the larger scale employed on the shop drawings in order to show the work in sufficient detail to be of future use to the Owner.

1.7.2.1.1. Use of such shop drawings is particularly applicable to ductwork and electrical shop drawing layouts. Use of shop drawing supplements is acceptable so long as the following conditions are met:

1.7.2.1.1.1. Regardless of overall size of the original shop drawings, such will be reproduced photographically onto mylar sheets of the same size with equivalent borders and titles as the contract drawings and other record as-built drawings. Include project name and number as well as the applicable submittal number.

1.7.2.1.1.2. The applicable supplemental sheet shall be placed in the set directly behind the contract drawing, which it supplements, with appropriate reference notes on both the applicable contract drawing and all other affected drawings.

1.7.2.1.1.3. The supplemental document shall be identified as a "Supplementary Record As-Built Drawing" and shall be numbered with an extension to the contract drawing it supplements in a manner acceptable to the Owner.

1.7.3. PREPARATION OF FINAL AS BUILT DRAWINGS

1.7.3.1. This Section requires that a copy of the marked-up as-builts be submitted to the Architect for review prior to requesting substantial completion inspections.

1.7.3.1.1. Following the Architect's review of the marked-up prints, and upon authorization by the Architect based on their belief that the marked-up information is accurate and complete, the Contractor shall proceed with preparation of a full set of professionally drafted record drawings.

1.7.3.2. All record as-built drawings and supplemental shop drawing sheets must be reproduced on 4-mil thick mylar film. This includes the entire set of contract drawings, whether or not individual sheets are affected by as-built data. Mylars shall be made from the first-generation prints of the contract drawings; mylars or sepias made from marked up prints will not be accepted under any circumstances.

1.7.3.3. All drawings shall bear the official project name and number. Further, each drawing, including supplemental drawings, shall also bear a stamp to the effect of "Record As-Built" along with the Contractor's certification that such is an accurate reflection of actual as-built conditions. Each certification shall be signed and dated and shall be acceptable to the Owner.

1.7.3.3.1. All drawings shall be the same size as original contract documents.

1.7.3.3.2. All "as built" notes and drafting on mylars should be made with ink for use on mylars (no pencil lead or colored pencil).

1.7.3.3.3. The marked-up prints shall be turned over to the Architect along with the final mylar documents for review and acceptance. Once such final mylar documents are acceptable to the Architect as complying with this section and other contract requirements. They will transmit final mylars to the Owner along with the marked-up prints and all other close-out documentation

1.7.3.3.4. All drawings issued as addenda, clarifications and/or change orders shall be incorporated into the record as-built drawing set. Such shall be fully shown on the applicable contract drawing. If supplemental sheets are used, follow the requirements outlined above for supplemental shop drawing sheets.

1.7.4. AS-BUILT RECORD SPECIFICATIONS

1.7.4.1. During progress of the work, maintain and update one record copy of specifications at the jobsite, including addenda, change orders and similar modifications issued in printed form during construction, to indicate all significant variations in actual work in comparison with text of specifications as originally issued.

1.7.4.1.1. Give particular attention to substitutions, selection of options, and similar information on work where the exact products used are not clearly identified or readily discernable in the original specifications. Note related record drawing information and product data, where applicable.

1.7.4.1.2. It is not necessary to re-type an entire section if modified, but it is mandatory that all changes to specified materials, installation, warranty, etc. be clearly and fully marked within the applicable specifications section in a manner acceptable to the Architect and the Owner. Such should be reviewed and a documentation procedure established early in the construction period.

1.7.4.2. In association with request for substantial completion inspection, submit the marked-up copy of the Project Specifications to the Architect for review.

1.7.4.3. Once the marked-up Project Specifications are found acceptable by the Architect, and upon his authorization, based on his belief that the marked-up information is accurate and complete; proceed with preparation of a Record Set Project Specifications.

1.7.4.3.1. Neatly transcribe and post all as-built mark-up information to a "clean" copy of the Project Specifications, insuring that similar types of information is annotated in like fashion throughout the Specifications.

1.7.4.4. Once completed, submit both the mark-up site copy of the Project Specifications and the newly prepared Record Project Specifications to the Architect for review and, if acceptable, for subsequent transmittal to the Owner.

1.7.5. OPERATING AND MAINTENANCE MANUALS

1.7.5.1. In general terms, the Contractor is to organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly tabbed and indexed.

1.7.5.1.1. Such shall include emergency instructions, spare parts listings, warranties, wiring diagrams, inspection procedures, shop drawings, product data, and similar applicable information.

1.7.5.1.2. Such shall be bound in heavy-duty, 3-ring vinyl-covered binders including pocket folders for folded sheet information. Mark binder identification on both front and spine of each binder.

1.7.5.1.3. Two complete copies of each bound O&M Manual are required.

1.7.5.2. The requirements of this Section are separate, distinct and in addition to product submittal requirements that may be established by other Sections of the Specifications. Owner's manuals, manufacturer's printed instructions, parts lists, and other submittals required by other Sections of the Specifications may be included in the O&M Manuals provided that they are approved and are formatted in a manner consistent with the requirements of this Section.

1.7.5.2.1. Test data and Commissioning data included in the O&M Manuals need not be duplicated in the Commissioning and Closeout Manual. Test data not pertaining to a particular device or piece of equipment (such as domestic water pipe pressure test reports) shall be inserted in the C&C Manual.

1.7.5.3. Equipment is defined as any mechanism, mechanical, electrical or electronic device, or any combination thereof, which is made up of two or more working parts to perform a particular function.

1.7.5.4. When an item of equipment is a packaged unit furnished by one manufacturer and the package as furnished contains proprietary items of equipment obtained from other sources; copies of equipment data as required herein shall be furnished for each item of such equipment as if it had been separately furnished.

1.7.5.5. For general guidance only, the following are examples of equipment, material, and systems for which operating and maintenance data is required:

| | |
|---|---|
| Pipe & Fittings | Air Handling Units |
| Gate Valve | Temperature Controls |
| Elevators | Pumps and Controllers |
| Electrical Switchgear | Irrigation System |
| Light Fixtures | Fire Sprinkler |
| Transformers | Security Systems |
| Electric Panel | Wall Light Switches |
| Circuit Breakers | Motors & Devices |
| Metal Fabrications | Telephone Systems |
| Pressure Gauges | Fume Hoods |
| A/C Diffusers | Fire Alarm System |
| Sterilizers | Compressors |
| Laboratory Casework | Overhead Coiling Doors |
| Finish Hardware | Access Flooring |
| Automatic Door Operators | Finish Materials |

1.7.5.6. All the applicable data for any one item of equipment or material or system shall be bound together as a package, within a Manual containing like equipment, materials, or systems, as indicated by the appropriate specification division. Each package of data shall be numbered according to the Specification Section governing the particular system.

1.7.5.7. All data furnished in accordance with this Section shall be submitted on bindable 8-1/2" x 11" sheets or on sheets that are bindable and foldable multiples of 8-1/2" x 11". The bindable edge shall be the left 11" edge.

1.7.5.8. Waivers to the size requirement may be requested in specific instances upon application in writing to the Architect and Owner with justification for substitution in size.

1.7.5.9. Material and equipment data required by this Section is intended to include all data necessary for the proper installation, removal, normal operation, emergency operation, startup, shutdown, maintenance, cleaning, adjustment, calibration, lubrication, assembly, disassembly, repair, inspection, trouble shooting and service of the equipment or materials.

1.7.5.10. The UGC requires that a preliminary copy of all operating and maintenance manuals, in addition to as-built documents, be furnished prior to the Substantial Completion inspection. The Contractor is to accumulate and package the documentation, and submit it to the Architect for review.

1.7.5.11. The Contractor's submission of a preliminary copy of all O&M Manuals to the Architect for review is a precondition for scheduling of a Substantial Completion Inspection. The Contractor's final submission of these Manuals in an acceptable format (based on review of preliminary copies by the Architect) is a precondition for scheduling of a Final Acceptance Inspection, release of remaining contract retainage, or application for Final Payment.

1.7.5.12. Equipment Data to be Included in O&M Manuals

1.7.5.12.1. Description of Equipment shall be prepared upon 8-1/2" x 11" forms. Include one such form for each item of equipment. Refer also to the equipment list requirements of Sections 01 91 00 - Project Commissioning, 23 00 00 - General Mechanical and 26 00 00 - General Electrical. The equipment information to be included in the O&M Manuals is as follows:

1.7.5.12.1.1. Complete description of item: Such should list basic descriptive terminology first, followed by modifying words to include model, size and weight, flow rate, amperage, voltage, material, etc., as applicable, plan designation, if any, and package serial number

1.7.5.12.1.2. Part Number: Manufacturer's and supplier's part number.

1.7.5.12.1.3. Quantity: Total quantity of this equipment item installed under this Contract.

1.7.5.12.1.4. Specification Paragraph Reference: State the specification section and paragraph under which the item of equipment was procured, and page number.

1.7.5.12.1.5. Source: Manufacturer's name and address and supplier's name and address.

1.7.5.12.1.6. Serial Number: Complete manufacturer's serial number(s) or other identity symbol(s) as applicable.

1.7.5.12.1.7. Location: State the name of the system and/or sub-system in which each like item of equipment is installed and state the physical location of each like item of equipment by identifying the columnar grid intersections, as shown on the plans, near which the item is located and also state the room or space title as applicable.

1.7.5.12.2. Parts Lists which clearly identifies every part in the item of equipment with the proper manufacturer's name, part nomenclature and number, local source, and list price.

1.7.5.12.3. Recommended Spare Parts. Furnish a list of recommended spare parts for each equipment item that will be needed to support that item of equipment for a 12-month period. The quantities of spare parts recommended shall be based upon the quantity of like equipment items installed under the Contract. The recommended spare parts list for each equipment item shall be prepared upon 8-1/2" x 11" forms which contain the following information for each part in columns:

1.7.5.12.3.1. Part Description: Complete descriptive nomenclature plus manufacturer's complete model and part number, and list price cost for each part.

1.7.5.12.3.2. Quantity Per Assembly: Quantity of listed part that occurs in the item of equipment.

1.7.5.12.3.3. Quantity of Equipment Items: Quantity of like equipment items installed under this Contract.

1.7.5.12.3.4. Shelf Life: Storage life of part, in months, if the part has limited life.

1.7.5.12.3.5. Recommended Quantity: Quantity of part recommended to support the installed quantity of equipment in which the part appears for a period of 12 months.

1.7.5.12.3.6. Source for part: Name, address, and phone number of the nearest supplier for the part.

1.7.5.12.4. Contractor's Purchase Order: Copy of Contractor's purchase order for equipment. The copy furnished need only show quantity ordered, part number, equipment description and name and address of vendor who supplied the item

1.7.5.12.5. Normal Operating Instructions: Normal operating instructions shall provide sufficient detailed information to permit a journeyman mechanic to adjust, startup, operate and shut down the equipment. Special startup precautions must be noted as well as other action items required before the equipment is put into service.

1.7.5.12.6. Emergency Operating Procedures: A detailed description of the sequence of action to be taken in the event of a malfunction of the unit, either to permit a short period of continued operation or emergency shutdown to prevent further damage to the unit and to the system in which it is installed.

1.7.5.12.7. Preventive Maintenance: Detailed information to cover routine and special inspection requirements, including field adjustments, inspections for wear, adjustment changes, packing wear, lubrication points, frequency and specific lubrication type required, cleaning of the unit and type solvent to use, and such other measures as are applicable to preventive maintenance program.

1.7.5.12.8. Calibration: Detailed data on what to calibrate, how to calibrate, when to calibrate and procedures to enable checking the equipment for reliability or indications as well as data for test equipment, special tools and the location of test points.

1.7.5.12.9. Scale and Corrosion Control: Detailed information covering the prevention of and removal of scale and corrosion.

1.7.5.12.10. Troubleshooting Procedures: Detailed information and procedures for detecting and isolating malfunctions and detailed information concerning probable causes and applicable remedies.

1.7.5.12.11. Removal and Installation Instructions: Detailed information concerning the logical sequence of steps required to remove and install the item including instructions for the use of special tools and equipment.

1.7.5.12.12. Disassembly and Assembly Instructions: Detailed illustrations and text to show the logical procedure and provide the

instructions necessary to disassemble and assemble the unit properly. The text shall include all checks and special precautions as well as the use of special tools and equipment required to perform the assembly or disassembly.

1.7.5.12.13. Repair Instructions: Detailed repair procedures to bring the equipment up to the required operating standard including instruction for examining equipment and parts for needed repairs and adjustments, and tests or inspections required to determine whether old parts may be reused or must be replaced.

1.7.5.12.14. System Drawings: Detailed drawings, where applicable, that clearly show wiring diagrams, control diagrams, system schematics, pneumatic and fluid flow diagrams, etc., which pertain to the unit function. Drawings are required to show modifications to another manufacturer's standard unit which is incorporated into the assembly or package unit

1.7.5.12.14.1. System diagrams shall be provided on multiples of 8-1/2" x 11" format, folded to fit within the Manual. The outer (exposed) face of the folded drawing shall include identification of the system and the specification section that governs its installation and operation.

1.7.5.12.14.2. The requirements of this paragraph are separate, distinct, and in addition to similar requirements that may be established by other Sections. Where such system diagrams are required for submittal by other specification sections, the same diagrams will be acceptable for inclusion herein, so long as the diagrams used were approved during the submittal phase and they are reproduced for clarity and to fit the size format of the O&M Manual.

1.7.5.12.14.3. The Contractor shall provide diagrammatic drawings for each installed system, which shall show the placement of the system in relation to the building, and the physical location of each item or equipment installed within the system. Each installed item of equipment shown on the drawing will be identified by the equipment item model and/or serial/part number.

1.7.5.12.14.4. System drawings may, for purpose of clarity, be prepared upon a major subsystem basis.

1.7.5.12.14.5. The drawings may be prepared upon several drawings having referenced match lines.

1.7.5.12.15. Special Tools and Test Equipment: Furnish a detailed list of the special tools and test equipment needed to perform repair and maintenance for each equipment item. The list shall contain the special tool and test equipment part number, size, quantity, price, manufacturer's name and address, and local supplier's name and address.

1.7.5.12.16. Warranties & Guarantees: Bind within the tabbed section for each system, equipment item, or material, an executed copy of the specified warranty/guarantee covering that particular system, equipment item, or material.

1.7.5.12.16.1. This is to include both the manufacturer's warranty as specified and the installing contractor's guarantee for workmanship and system operation.

1.7.5.12.16.2. This copy of the particular warranty/guarantee is in addition to original signature copies of all project warranties/guarantees bound together separately. This binder shall be transmitted to the Owner when complete.

1.7.5.12.16.3. Provide in a separate tabbed section of the O&M Manual a grouping of all project warranties and guarantees as required by various specification sections and other conditions of the Contract. This is to include all specific warranties on manufactured items and installed systems as noted above, in addition to General Contractor's project warranty and applicable guarantees from all subcontractors and suppliers covering defects in workmanship or manufacture.

1.7.5.12.16.4. As clarification, it is intended that the Owner be provided with a separate binder containing all original project warranties and guarantees. Also provide a copy of the appropriate warranty in the same section as the equipment (or system) data furnished in individual tabbed sections of the O&M Manuals for convenient reference.

1.7.5.12.17. Training of Owner Personnel: Documentation of training of Owner's Personnel regarding operation of particular systems shall be included within the tabbed section for that particular system. Such documentation shall include identification of parties receiving training and date(s) of such training.

1.7.6. MISCELLANEOUS RECORD INFORMATION

1.7.6.1. The following shall be bound in like manner to above noted equipment data and system drawings. It is suggested that a separate tabbed section be included in the Commissioning and Closeout Manual for these

Miscellaneous Items. Categories of requirements resulting in miscellaneous work records are recognized to include, but not limited, the following:

1.7.6.1.1. Required field records on excavations, foundations, underground construction, wells and similar work.

1.7.6.1.2. Accurate survey showing locations and elevations of underground lines, including invert elevations of drainage piping.

1.7.6.1.3. Surveys establishing lines and levels of building.

1.7.6.1.4. Plant treatment records (wood, soil, etc)

1.7.6.1.5. Certifications received in lieu of labels on products and similar record documentation.

1.7.6.1.6. Batch mixing and bulk delivery records.

1.7.6.1.7. Testing and qualification of tradesmen.

1.7.6.1.8. Documented qualification of installation firms.

1.7.6.1.9. Load/performance testing.

1.7.6.1.10. Final inspection and deficiency corrections.

1.7.7. RECORD PRODUCT SUBMITTALS

1.7.7.1. During progress of the work, maintain approved copies of each product data submittal and shop drawing, and mark up significant variations in the actual work in comparison with submitted information. Include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation.

1.7.7.1.1. A separate binder with one copy off all MSDS sheets for any and all products incorporated into the project shall be maintained during the course of the project. This binder shall be included in the record submittal documents.

1.7.7.2. Give particular attention to concealed products and portions of the work that are not clearly identified in the original submittal or cannot otherwise be readily discerned at a later date by direct observation. Cross reference to change orders and markup of record drawings and specifications.

1.7.7.3. Upon completion of as-built revisions, submit two complete sets of all approved submittals to Architect for review and subsequent transmittal to Owner. Organize and group files in sturdy file boxes with tabbed dividers for each separate specification division. Include a complete table of contents.

1.7.7.4. These record submittal requirements are in addition to inclusion of similar material as supplementary as-built drawings or technical data for the O&M Manuals.

1.7.8. RECORD SAMPLE SUBMITTAL

1.7.8.1. Immediately prior to date(s) of substantial completion, arrange for Architect and Owner's representative to meet with Contractor at site to determine which (if any) of the submitted samples or mock-ups maintained by Contractor during progress of the work are to be transmitted to Owner for record purposes.

1.7.8.2. Comply with Architect's instructions for packaging, identification marking, and delivery to Owner's designated location at the Project Site or the Physical Plant.

1.7.8.3. Dispose of other samples in manner specified for disposal of surplus and waste materials, unless otherwise indicated or directed by Architect.

1.7.9. COMMISSIONING AND CLOSEOUT MANUAL (C&C Manual)

1.7.9.1. The Contractor shall incorporate all commissioning and closeout documentation and/or verification not included in the O&M manuals, into a Manual for transmittal to the Owner at the conclusion of the project. This Manual is intended to be a consolidation of documentation/verification for the project Commissioning and Closeout process.

1.7.10. Requirements for production of this manual are found in Section 01 91 00 Project Commissioning.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

3.1. PROJECT CLEANING AT SUBSTANTIAL COMPLETION

3.1.1. The Contractor is required to maintain the project and site in a clean and orderly condition throughout the course of construction. In addition to continuous project cleaning, the following requirements are related to project closeout.

3.1.2. Special cleaning for specific units of work may also be specified in other sections of Project Specifications.

3.1.3. Provide an initial cleaning of the work consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program.

3.1.4. Comply with manufacturer's instructions for cleaning of all system components, equipment, and materials incorporated into the Project.

3.1.5. The following "initial" final cleaning is to be accomplished immediately prior to the time the Contractor requests Substantial Completion Inspection:

3.1.5.1. Remove labels that are not required as permanent labels.

3.1.5.2. Clean exposed hard-surfaced finishes, including glass, metals, stone, concrete, painted surfaces, plastics, tile, wood, special coatings, and similar surfaces, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to original condition.

3.1.5.3. Remove debris and surface dust from limited-access spaces including plenums, shafts, and similar spaces.

3.1.5.4. Clean concrete floors in non-occupied spaces, wet-mop and broom clean.

3.1.5.5. Clean fixtures and lamps of all dust and debris.

3.1.5.6. Remove crates, cartons and other flammable waste materials or trash from work areas. Building(s) shall be turned over to the Owner free of concealed garbage, trash and rodent infestation. If any of the preceding are revealed, or odors from them occur, they shall be removed by the Contractor at his expense. Restore property to its original condition where no improvements are shown.

3.1.5.7. Elevator shafts, electrical closets, pipe and duct shafts, chases, furred spaces, and similar spaces which are generally unfurnished, shall be cleaned and left free from rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt and dust.

3.1.5.8. Rubbish shall be lowered by way of chutes, taken down on hoists, or lowered in receptacles. Under no circumstances shall any rubbish or waste be dropped or thrown from one level to another within or outside the building(s).

3.1.5.9. Care shall be taken by workmen not to mark, soil or otherwise deface finished surfaces. In the event that finished surfaces become defaced, all costs for cleaning and restoring such surfaces to their originally intended condition shall be the responsibility of the Contractor.

3.2. PROJECT CLEANING AT FINAL ACCEPTANCE

3.2.1. The following "final" cleaning is to be accomplished immediately prior to the time the Contractor requests Final Acceptance Inspection:

3.2.1.1. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances that are noticeable as vision-obscuring materials.

3.2.1.2. Turn the work over in immaculate condition inside and outside including the premises.

3.2.1.3. Clean all work on the premises including walks, drives, curbs, paving, fences, grounds and walls. Slick surfaces shall be left with a clear shine. Cleanup shall include removal of smudges, marks, stains, fingerprints, soil, dirt, paint, dust, lint, labels, discolorations and other foreign materials.

3.2.1.4. Clean all finished surfaces on interior and exterior of project (again) including floors, walls, ceilings, windows, glass, doors, fixtures, hardware and equipment. Final wax and polish all natural finish metal on interior or exterior surfaces. Clean and apply finish (including wax) to all floors as recommended by the manufacturer.

3.2.1.5. In addition to the cleaning specified above and the more specific cleaning required in various Sections of the Specifications, the building(s) shall be prepared for occupancy by a thorough cleaning throughout, including washing (or cleaning by approved methods) surfaces on which dirt or dust has collected, and by washing glass on both sides. Wash exterior glass using a window-cleaning contractor specializing in such work.

3.2.1.6. Remove temporary buildings and structures, fences, scaffolding, surplus materials and rubbish of every kind from the site of the work. Repair these areas to be compatible with the surrounding construction finished condition.

END OF SECTION 01 77 00

REVISION LOG

The following is provided for convenience to the Owner, Architect/Engineer and Contractor to track changes between annual document issuances and is not to be considered by any party to be contractual or 100% complete.

| **Date** | **Paragraph Revised** |
|---|---|
| 3/1/11 | General revisions |
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## SECTION 01 91 00 – GENERAL COMMISSIONING REQUIREMENTS

## PART 1 GENERAL

### 1.1 SUMMARY

1.1.1 Commissioning (Cx) is a quality-oriented process of assuring that a facility is constructed and performs as intended in accordance with the contract documents. The process confirms that all building systems (including building envelope) have been installed and exercised throughout their full range of intended operation, and that anticipated failures have been initiated or simulated to verify response and recovery.

1.1.2 Commissioning requires cooperation and direct involvement by all parties throughout the construction process. Successful Cx requires not only that all building systems and assemblies comply with contract requirements, but also that installation is achieved early enough in the construction phase to allow full operational check-out, testing, and adjusting of equipment and systems prior to Substantial Completion. Planning adequate time for all Cx activities will require the development and maintenance of a detailed Cx schedule with input from, and the active participation of, all members of the Cx team.

1.1.3 In addition to fulfilling scheduling and planning requirements, the Contractor is responsible for verifying and documenting equipment and system installation as well as demonstrating and documenting operational performance of all systems and assemblies. This includes successful demonstration of full systems integration in the facility to the Owner's Designated Representative (ODR). The cost of Cx administration as outlined in this specification shall be shown as a separate line item on the Contractor's schedule of values.

1.1.4 The Contractor is solely responsible for all Cx responsibilities contained in the project plans and specifications. The Contractor shall submit to the Owner within 30 days after Notice to Proceed the resume of a qualified individual to act as the Contractor's Commissioning Coordinator (CxC). The CxC shall be a full-time project resource and will be the primary point of contact for all Cx related activities. The proposed individual shall have formal Cx credentials from UW, BCA, AEE, ACG, or ASHRAE, or other Cx credentials can be submitted for evaluation and potential acceptability. The individual proposed to fill the Contractor's CxC role must be approved by the Owner. Fulfilling the Contractor's responsibilities for the CxC, as outlined herein, shall be the individual's primary role for the project. The CxC cannot be the project manager or a project superintendent. The Contractor may elect to outsource the CxC position to a third party firm with the approval of the Owner, and the outsourced individual filling the role of the CxC must be a full-time project resource. Outsourcing the CxC role will be contingent upon Owner review and approval of the proposed individual's qualifications to fill the position.

1.2 DEFINITIONS

1.2.1 Commissioning Coordinator (CxC) -- the individual appointed by the Contractor (and approved by the Owner) to act as the Contractor's single point-of-contact for all Cx related activities.

1.2.2 Cx Authority (CxA) -- the party having a contract Agreement with the Owner to provide third party Cx services as a consultant to the Owner. In some cases, the CxA will be contracted by the A/E firm.

1.2.3 Cx Team Members -- all parties who represent the Owner, A/E, Contractor, Subcontractors, Manufacturers, Vendors, and Suppliers and Consultants associated with the project.

1.2.4 Contractor's Cx Record (CCR) -- the compilation of Cx related documentation including but not limited to the Commissioning Plan, the Equipment Matrix, Close-out Documentation Matrix, Cx Schedule, observation reports, inspections, meeting minutes, Cx checklists/testing scripts/procedures, etc.

1.2.5 Building Automation System (BAS) – A control system designed to automatically control and monitor building systems.

1.2.6 Owner's Project Requirements (OPR) – A formal document developed early in the design process that communicates what the Owner wants accomplished in the project.

1.2.7 Basis of Design (BOD – A formal document developed by the design team early in the design process that communicates how the systems designed will meet the project objectives.

1.2.8 UW – University of Wisconsin

1.2.9 AEE – The Association of Energy Engineers

1.2.10 ACG – AABC Commissioning Group

1.2.11 BCA – The Building Commissioning Association

1.2.12 ASHRAE – The American Society of Heating, Refrigerating, and Air-conditioning Engineers

1.3 RELATED DOCUMENTS

1.3.1 The Uniform General Conditions, applicable requirements of all Divisions of the Contract specifications and all Contract Drawings apply to work of this section. In the event of conflict between specific requirements of the various documents, the more restrictive, the more extensive (i.e., more expensive) requirement shall apply.

1.3.2 Technical specifications throughout all Divisions of the Project Manual, which pertain to operable and non-operable equipment and/or building systems, are directly applicable to this section, and this section is directly applicable to them. Particular attention is directed to:

1.3.2.1 Division 1 General Requirements, specifically
Section 01 32 16 – Project Planning and Scheduling
Section 01 45 00 – Project Quality Control
Section 01 77 00 – Project Closeout Procedures

1.3.2.2 Divisions 7-14

1.3.2.3 Divisions 21-33 sections as appropriate, and Cx-specific sections:
Section 21 08 00 – Commissioning of Fire Protection Systems
Section 22 08 00 – Commissioning of Plumbing Systems
Section 23 08 00 – Commissioning of Mechanical Systems
Section 26 08 00 – Commissioning of Electrical Systems

## 1.4 WORK INCLUDED

### 1.4.1 SCOPE OF THIS SECTION

1.4.1.1 It is of primary concern that all systems installed in the project perform in accordance with the design intent and the OPR. This is particularly critical for systems affecting life safety, building controls, plumbing, HVAC, building envelope, lighting, power delivery systems, security system, article protection system, and access control system.

1.4.1.2 This section establishes minimum general and administrative requirements pertaining to Cx progress-tracking tools, documentation of installation, startup and performance testing of equipment, devices, assemblies and building systems. Additional technical and operational requirements for particular systems and components are established in the various technical sections of the specifications. The Contractor is solely responsible for the Cx process. This responsibility shall not be delegated to subcontractors, but by necessity will require the participation of subcontractors.

1.4.2 OFPC will provide the Contractor with an electronic copy of standard Cx coordination and tracking tools, and document templates for various inspections, outage requests, reports, etc. Cx-related documents, including tracking tools will be delivered to the Owner at Substantial Completion as part of the CCR. The Contractor shall customize the provided tools and templates to meet the specific details of the project. It is the responsibility of the Contractor to develop project-specific documentation forms and tracking tools where they are not provided by OFPC.

1.4.3 The Owner's Quality Assurance (QA) testing and inspection program is independent of the Cx program. The Contractor is required to perform all testing (or provide or make available portions of the building for consultant and/or third party testing) as specified in the contract documents in addition to the Cx requirements outlined herein. Coordination of these processes by the Contractor will help minimize any duplication of effort. Unless stipulated elsewhere in the contract documents, QA testing and inspection documentation shall be included in the CCR.

## 1.5 COMMISSIONING PLAN

1.5.1 The Cx Plan is a detailed description of the entire Cx process. The Cx Plan identifies processes, procedures, roles and responsibilities, and protocols to be administered and managed by the Contractor to satisfy the Cx responsibilities included in the contract documents. The Cx Plan provides a step-by-step outline to assure the Owner's project requirements are met during the construction process. The Contractor is responsible for development, implementation and maintenance of the Cx plan, and associated tools for scheduling and tracking Cx activities. The Owner may choose to engage a CxA to develop a draft construction phase Cx plan. When a draft Cx plan is provided by the Owner's CxA, the Contractor is required to review, submit recommended changes, and update the draft (template) Cx plan with approved changes. The Contractor shall adopt the final approved draft Cx plan as the project's Cx plan. The Cx plan will include, as a minimum, the following Project Cx Team Members:

1.5.1.1 Contractor's Cx Coordinator (CxC)
1.5.1.2 UT System Office of Facilities Planning and Construction (OFPC)
1.5.1.3 A/E and relevant consultants
1.5.1.4 Institution departments, groups, and representatives
1.5.1.5 Subcontractors
1.5.1.6 Manufacturers, vendors and suppliers as appropriate
1.5.1.7 Owner's TAB contractor
1.5.1.8 Independent testing labs
1.5.1.9 Campus Liaison(s)
1.5.1.10 Cx Authority (if appropriate)

1.5.2 Commissioning activities shall be identified, scheduled, executed, documented, and tracked by the Contractor and coordinated with the Owner and Owner-designated consultants, and shall include, but not be limited to:

1.5.2.1 Inspections/Tests as required by plans and specifications
1.5.2.2 Equipment Startup
1.5.2.3 Functional Tests
1.5.2.4 Integrated System Testing
1.5.2.5 Entire Facility Integration Testing
1.5.2.6 Training

1.5.3 Equipment List

1.5.3.1 The Contractor shall prepare an equipment list using the approved Commercial Software Solution or the Owner-furnished template form. This list shall contain a complete record of operable equipment, devices, and systems, organized by function and logically grouped with supported/related systems.

1.5.3.2 The list shall be populated with all available information for the Cx kickoff meeting. The list shall, as a minimum, include the following data for each item:

1.5.3.2.1 Brief equipment identification text
1.5.3.2.2 Equipment or device ID number (device tag)
1.5.3.2.3 Startup inspection required? (Yes/No)
1.5.3.2.4 Associated building system, (Lighting, Access Control, Life Safety, Building Envelope, Domestic Hot Water, Chilled Water Distribution, etc.)
1.5.3.2.5 Governing specification section
1.5.3.2.6 Installation location
1.5.3.2.7 Area(s) served
1.5.3.2.8 Manufacturer and model number
1.5.3.2.9 Serial number
1.5.3.2.10 Date of the Equipment Startup by the Contractor
1.5.3.2.11 Completion date of Functional Test demonstration by the Contractor
1.5.3.2.12 Completion date of Integrated System Test demonstration by the Contractor (multiple equipment items may be included in a single IST)
1.5.3.2.13 Trending Data required? (Yes/No) Trending data includes loop tuning documentation (log values and graphed) of stable control through a setpoint change.
1.5.3.2.14 Date of Verification of Trended Data (graphical data and tabular logs to be included in the CCR)
1.5.3.2.15 Date of completion of Training
1.5.3.2.16 Systems shall be included at the end of the list for systems that require an IST (not all columns, such as specific equipment-related data will be applicable).

1.5.3.3 During construction, the equipment list data shall be continuously updated at regular intervals and provided at each Cx Meeting. The equipment list will be a part of the CCR. Updates should occur at least weekly, and more often as deemed necessary by the Owner.

1.5.3.4 The requirement to provide continuous updates to the equipment list for distribution at Cx meetings may be waived with the employment of a commercial Cx software solution that is capable of generating equipment reports that satisfy the intent of the equipment list used as a progress-tracking tool. The aforementioned report shall be provided at each Cx meeting. The

Owner must approve any waiver of the use and maintenance of the equipment list, and reserves the right to reinstate the equipment list requirement.

## 1.6 COMMISSIONING ACTIVITY DOCUMENTATION REQUIREMENTS

1.6.1 To verify the Cx work, a logical sequence of Cx activity documentation shall be completed by the Contractor and witnessed and reviewed by The Owner (or an Owner-designated consultant). All Contractor installed systems (static and dynamic), subsystems, assemblies, equipment, components and devices shall be tested, operationally verified and documented. The Contractor is responsible to provide Cx forms and testing procedures with appropriate rigor to meet the specific needs of the project. Sequence of operation testing procedures (in an itemized action-response format) shall be contained in applicable FPTs and/or ISTs and the EFIT. The sequence of operation testing procedures shall include testing and demonstration of failure conditions. At a minimum, Cx documentation shall include:

1.6.1.1 Pipe/Duct Pressure Test - Contractor shall provide map (plan view) detailing each tested section.

1.6.1.2 Construction Checklist (CC) - CCs shall be used to document the condition of equipment upon delivery to the site and appropriate installation for submitted and approved components of a system, i.e., motor installation, waterproofing membrane application, roof application, etc. The manufacturer installation checklist should be completed and attached to the completed CC. (Contractor may implement with Owner approval either their own construction checklists or manufacturer checklists.

1.6.1.3 Equipment Startup Checklist (ESC) - Checklist shall be used to document the startup (energizing the equipment) of operable equipment. The purpose of the ESC is to verify and document that equipment is energized and started in accordance with manufacturer recommended procedures, and to coordinate witnessing of the event with the Owner and interested campus entities.

1.6.1.4 Functional Performance Test (FPT) - Document containing verification and operational procedures for demonstrating the full functionality and performance of an installed component, equipment or system. FPT procedures shall employ an itemized action-response format.

1.6.1.5 Integrated System Test (IST) - The IST documentation shall be used to document demonstration of operational performance of multi-component sequences of operation to include integration with other components, interlocks and alarm conditions for homogeneous systems. Testing procedures are to include all modes of operation and shall employ an itemized action-response format.

1.6.1.6 Entire Facility Integration Test (EFIT) - The EFIT shall document demonstration of operational performance and integrated operation of the entire facility as a multi-functioning operational system.

1.6.1.7 All FPT, IST, and EFIT documents shall be submitted to the Owner for approval for use no less than 60 calendar days before applicable scheduled activity.

1.6.1.8 Other specialized test reports (identified in technical specifications) - Contractor shall submit industry standard or custom forms and report formats as appropriate for approval by the Owner.

1.6.1.9 Closeout Documentation Matrix shall include all project deliverables to be transmitted to the Owner prior to substantial completion. Deliverables listed shall include:

1.6.1.9.1 The prescribing specification section
1.6.1.9.2 Description of item(s)
1.6.1.9.3 Type of item to be transmitted (spare parts, attic stock, training, warranties beyond one year, O&M manuals, as-builts, keys checklist, and service contracts)
1.6.1.9.4 Quantities transmitted
1.6.1.9.5 Transmittal date
1.6.1.9.6 Recipient of transmitted deliverable
1.6.1.9.7 Initials of the recipient of transmitted deliverable

## 1.7 CONTRACTOR'S COMMISSIONING RECORD

1.7.1 The CCR is a consolidation of all Cx and testing documentation for the project. The Contractor shall transmit the CCR to the Owner at the conclusion of the project construction phase (Substantial Completion), as agreed upon in writing by the Owner.

1.7.2 The Contractor shall employ a commercial software solution to generate and maintain the CCR. A proposed commercial software solution shall be submitted to the Owner for approval.

1.7.3 The Contractor is responsible to provide the necessary input/access devices (iOS or Android device) for the Owner to utilize the software solution for the duration of the project. Each assigned construction inspector and the ODR shall receive an input/access device.

1.7.4 The Contractor may request that the Owner waive the requirement for the use of a commercial software solution. The requested waiver must include a detailed, project-specific plan for documenting and providing a comprehensive CCR.

1.7.5 The CCR shall include, but not be limited to, the following:

1.7.5.1 The Contractor's Cx Plan
1.7.5.2 Equipment List Cx Schedule (Duration to include every Cx activity through Substantial Completion
1.7.5.3 Closeout Documentation Matrix
1.7.5.4 Commissioning Schedule (final with updates)
1.7.5.5 Paint/Finish Schedule

1.7.5.5.1 Schedule shall include all paints, wall coverings, flooring, finishes, etc. used on the project.
1.7.5.5.2 Provide manufacturer, model #, color formula, location on project, purchase source and any other information helpful to the institution's maintenance personnel.

1.7.5.6 Field Observation Reports
1.7.5.7 Cx Meeting Minutes
1.7.5.8 Building Envelope Inspections and Tests
1.7.5.9 Pipe Pressure Tests
1.7.5.10 Duct Pressure Tests
1.7.5.11 Fire Alarm and Suppression System Tests and Reports
1.7.5.12 Completed NFPA Forms
1.7.5.13 Commissioned Component/Equipment/System Documentation
1.7.5.14 Construction Checklists (w/attachments)
1.7.5.15 Equipment Startup Checklists (ESC)
1.7.5.16 Functional Performance Tests (w/attachments)
1.7.5.17 Integrated System Tests (w/attachments)
1.7.5.18 Entire Facility Integration Test
1.7.5.19 Owner Training Plans (with sign-in sheets)

1.7.6 Equipment and system submittals, shop drawings, and as-built documentation shall be submitted separately as required elsewhere in the contract documents.

1.7.7 Operating and Maintenance (O&M) Manuals for each system, equipment, and device shall be submitted separately as required elsewhere in the contract documents. An exception to the CCR including the O&M Manuals is made when a commercial software solution incorporates the O&M Manuals as attachments to the Equipment Record and the CCR is being delivered electronically as a packaged output (or export) from the commercial software solution.

1.7.8 Prior to delivering the CCR, Contractor shall schedule and facilitate a meeting to align BAS/HVAC Controls as-built documentation with TAB documentation and (as applicable) 3rd party Cx provider documentation. This meeting should focus on the sequences of operation for all operable equipment and associated control parameters, variables, algorithms and setpoints.

## PART 2 PRODUCTS

### 2.1 TEST EQUIPMENT

2.1.1 Subcontractors shall provide all specialized tools, test equipment and instrumentation required to execute startup, checkout, functional performance, integrated systems and entire facility testing that includes equipment under their contract.

2.1.2 Test equipment shall be of sufficient quality and degree of accuracy to test and/or measure system performance within tolerances specified. Subcontractors and vendors shall provide calibration certificates for all test equipment and instrumentation. A testing laboratory shall use test equipment that has been calibrated within the previous 12 months. Calibration shall be NIST traceable. Test equipment shall be calibrated according to manufacturer's recommended intervals and recalibrated when dropped, damaged, or when Owner deems necessary. Calibration tags shall be affixed or certificates readily available.

## PART 3 EXECUTION

### 3.1 COMMERCIAL COMMISSIONING SOFTWARE SOLUTION

3.1.1 The Contractor shall submit for approval by the Owner, a commercial Cx software solution used to generate and collect the CCR and associated Cx activity checklists and procedures, equipment information, associated manuals, photos, etc. in a database format that is COBie compliant, and that employs an issue/deficiency tracking system. The commercial Cx software solution shall provide for customizable systems and equipment types and designations such as, but not limited to, access control systems, security systems, building envelope systems and healthcare systems (nurse call, medical gas, pneumatic tube conveyance, etc.). The Cx Software shall:

3.1.1.1 Provide for online storage of "library" files that can be organized in a customizable folder structure.

3.1.1.2 Include sufficient licensing to accommodate the maximum users necessary to meet the needs of the project, including licenses necessary for Owner's project team. Coordinate with the Owner to determine license quantity requirements. Licenses and access to the Cx software will be required to be maintained for 12 months after Final Completion.

3.1.1.3 Employ security capabilities using industry standard encryption (128-bit minimum) for web-based access and offline device synchronization. The software solution shall employ the use of a unique user ID and password for each individual user. Access and permissions shall be assignable to each unique user ID, or to categories or groupings of users engaged in similar roles. The Cx software shall allow for simultaneous multiple user access to database records

for checklist updates, entry of issues, attachment of photos, access to library files, etc.

3.1.1.4 Allow for custom data elements (attributes) associated with each type of equipment (VAV Box, Air Handling Units, Electrical Panels, etc.) that can be configured by the user. Each project must be able to support a unique (user defined) set of data elements specific to the requirements of the project. The system shall provide support for industry standard barcode or QR code for each equipment/system item.

3.1.1.5 Provide for checklist generation (creation) with customizable checklist responses. Software shall employ the use of checklist templates to create individual equipment-specific checklists. Software shall provide for auto "Issue Generation" based on user-selected trigger responses. Responses shall include a default "Pass/Fail", numeric (only) response and user-defined "single item select list" as a minimum.

3.1.1.6 Provide for tracking of systems/equipment status as each item progresses through the Cx process. The process (progressive list of statuses) shall be user defined and selectable from a drop-down or "single item select list."

3.1.1.7 Provide for interactive field data entry in either an online or offline environment. The data entry or Cx software remote (field) access device shall be Android and/or iOS compatible. Contractor shall provide (and maintain) Owner with Android or iOS compatible remote access devices for the duration of the project. (Examples are an iPad or tablet PC.) Offline access capability shall support storage of all database items enabling full software functionality. The remote access device shall be capable of storing for offline access contract documents (drawings, specifications, etc.) and software library documents.

3.1.1.8 Provide browser-based access to the online database via the internet using current industry standard browsers (e.g., Chrome, Fire Fox, Internet Explorer, Edge or Safari). Browser-based access must be fully compatible with a minimum of two of the listed industry standard browsers.

3.1.1.9 The use of any software that does not comply with each of the requirements listed above or use of an alternative methodology of generating/collecting/documenting the CCR shall require a written substitution proposal that includes samples of each tracking tool and document type (checklist, report, equipment tracking, etc.) that will be included in the CCR. Substitution proposals must list each criterion in Section 3.1 and designate compliance or detail specific non-compliance. Substitution proposal shall be submitted prior to Contractor's Notice to Proceed (NTP) for project construction phase.

## 3.2 COMMISSIONING SCHEDULE

3.2.1 The objective of scheduling Cx process activities is to integrate and coordinate Cx activities with other construction phase activities. Detailed scheduling will allow Cx Team members to coordinate work with other team members in order to complete all Cx activities prior to Substantial Completion. The Cx Schedule shall include major Cx activities, essential prerequisites for major equipment and system activities and operable equipment/system/assembly functional and integrated systems performance demonstrations. The Cx Schedule shall account for Test and Balance (TAB) consultant activities properly scheduled and coordinated into the project work flow to allow for the completion of all TAB work prior to Substantial Completion. The Cx Schedule shall account for building envelope consultant inspections, tests and other activities properly scheduled and coordinated into the project work flow to allow for inspections and testing prior to covering or concealment. As applicable, the following milestones and activities shall be incorporated into the project master construction schedule:

3.2.1.1 Cx Kickoff Meeting
3.2.1.2 Building Automation System Submittal Approval
3.2.1.3 Control Sequence of Operation Coordination Meeting (reference Specification Section 23 05 93A)
3.2.1.4 Ethernet Connectivity
3.2.1.5 Building Envelope Testing and Verification Activities
3.2.1.6 Major HVAC Equipment/Systems Startup
3.2.1.7 System Specific Test and Balance Activities
3.2.1.8 Major HVAC Equipment Functional Performance Tests
3.2.1.9 Integrated System Tests
3.2.1.10 Entire Facility Integration Test
3.2.1.11 Training

3.2.2 The Contractor shall provide a minimum of 72 hours' notice prior to each Cx activity to the Owner and the CxA and Testing Consultants when applicable, unless stipulated otherwise in this specification or other technical specifications.

## 3.3 COMMISSIONING KICKOFF MEETING

3.3.1 Within 120 days after the effective date of the NTP for the construction scope or package that includes building operational systems, the CxC will schedule a date to conduct a Cx kickoff meeting with all parties involved in the Cx process. As a minimum the meeting should include the major subcontractors, specialty manufacturers/suppliers, the A/E, mechanical and electrical consultants, the Owner's testing, adjusting and balancing (TAB) firm, the CxA, the Owner and representatives from the UT institution.

3.3.1.1 The Contractor shall prepare for the meeting by creating drafts of the following documents for review at the meeting:

3.3.1.1.1 The Cx Plan
3.3.1.1.2 Equipment List
3.3.1.1.3 Closeout Documentation Matrix
3.3.1.1.4 The Cx Record - Table of Contents
3.3.1.1.5 An overview or demonstration of the approved Cx software
3.3.1.1.6 Sample ESCs and FPTs
3.3.1.1.7 Preliminary Cx Schedule incorporating Cx activities to coincide with the work flow contained in the master construction schedule

3.3.1.2 The Contractor shall conduct the meeting and review the Cx process and specifications, including discussion of documentation requirements, available test procedures and Cx forms.

3.3.1.3 The Cx Plan review shall outline roles and responsibilities of each Cx team entity and the potential schedule impact as related to Cx requirements.

3.3.1.4 The CCR Table of Contents review shall include discussion of the scope of work. The Contractor shall be prepared to distribute copies of the pertinent document samples to the subcontractors involved in the Cx process.

3.3.1.5 The Cx Schedule review shall include the dates and durations for major systems startup, and shall identify functional performance testing that is included in the master construction schedule. Team members should identify potential schedule impact pertaining to their scope of work and test sequencing.

3.3.1.6 Commissioning shall be an agenda item for project progress meetings until separate Cx meetings are deemed necessary.

## 3.4 PRE-INSTALLATION MEETINGS

3.4.1 At a minimum, the Contractor shall schedule a separate meeting for the work involving each major building system or systems and assemblies. The pre-installation meeting shall be scheduled, in writing, a minimum of five (5) days in advance, and shall be scheduled so that the Owner, Owner-designated consultants and Architect/Engineer can attend. The meeting shall be convened following approval of system submittals and prior to commencement of system installation work.

3.4.1.1 The Contractor shall arrange for all subcontractors, suppliers and manufacturers involved in the system to be present or adequately represented.

3.4.1.2 The Contractor shall bring the following to this conference, at a minimum, for review and discussion:

3.4.1.2.1 The portion of the equipment list applicable to the system/trade under discussion

3.4.1.2.2 Current work schedule data pertaining to the equipment delivery, installation, required testing, construction checklists, equipment startup and functional performance testing anticipated

3.4.1.2.3 Copy of all approved submittals for the system

3.4.1.2.4 Draft of documentation/checklists to be used for inspection, startup and functional performance testing of the system(s)/assembly under review.

3.4.1.3 The purpose of this meeting is for the Contractor and all applicable subcontractors and/or suppliers and/or factory representatives to discuss all aspects of the installation of the particular system, testing and documentation required and procedures to be followed. Special attention is to be directed to the scheduled order of work and any impact on or by any other building systems.

3.4.1.4 The Contractor shall demonstrate the commercial Cx software and use of remote access device. An explanation of the use and protocols that will be employed should accompany the demonstration. This is not intended to be a training session; it is a demonstration for familiarization purposes.

## 3.5 CONTRACTOR'S VERIFICATION OF INSTALLATION – CONSTRUCTION CHECKLIST

3.5.1 The Contractor shall document using a construction checklist a review of testing/inspection forms to ensure each is accurate and complete. This documentation shall include, but not be limited to, first-hand knowledge of the following items:

3.5.1.1 Equipment/system is delivered in new condition and in accordance with approved submittals. Delivered equipment and materials are protected, staged and stored in accordance with the specifications and the manufacturer recommendations.

3.5.1.2 Each component device has been installed and terminated in accordance with the project specifications and governing codes as well as the manufacturer's written recommendations.

3.5.1.3 All shop drawings and product data submittals have been approved for each component device.

3.5.1.4 All valve schedules, wiring diagrams, control schematics, electrical panel directories, etc. have been submitted, approved, and equipment/systems installed in accordance with specifications.

3.5.1.5 All test reports and/or certifications required have been submitted and accepted. If required, certificate of acceptance from manufacturer representative and/or engineering technician have been received. Provide copies of all checklist/inspection documentation completed by the manufacturer or certified technician.

3.5.2 The Contractor shall be responsible for correction of all noted deficiencies. Any request for inspection/re-inspection or test/retest of a device or system shall first be confirmed as being compliant by the Contractor before submitting a request to the Owner for inspection/re-inspection and testing/retesting.

## 3.6 EQUIPMENT STARTUP

### 3.6.1 Startup of Independent Systems, Assemblies, Components and Devices

3.6.1.1 Equipment startup is a documented formal Cx activity for the Owner (and others) to verify and witness proper startup in accordance manufacturer recommendations and contract documents. The Contractor shall utilize the Equipment Startup Checklist (ESC) to document the activity, participants, and witnesses.

3.6.1.2 The Contractor shall not energize or activate, or allow activation of any operable device prior to equipment startup by a manufacturer representative. It is NOT permissible to “bump” motors prior to equipment startup. Contractor shall verify proper electrical service wiring (phasing) with the use of a phase rotation meter.

3.6.1.3 The Contractor and manufacturer’s representative shall inspect and accept the installation and preparedness for startup. The Contractor shall execute startup under supervision of a responsible manufacturer's representative in accordance with manufacturer's instructions and as specified in the contract documents. The installation shall not vary from provisions of the applicable specifications and the manufacturer's written recommendations for startup. The Contractor shall develop and use the ESC to document (for the CCR) preparedness for startup, startup procedures and record operational measurements and data appropriate for the equipment and in accordance with the technical specifications. The Contractor is encouraged to incorporate any manufacturer provided installation and startup checklists as part of the ESC.

3.6.1.4 The Contractor shall provide five (5) business days’ notification of scheduled equipment startup to the Owner, the Owner’s designated consultants and the A/E team.

## 3.7 FUNCTIONAL PERFORMANCE TESTING

3.7.1 After all relevant Construction Checklists are completed and startup has been accomplished, the Contractor shall coordinate pre-functional testing by the subcontractors and applicable Owner consultants in preparation for the Functional Performance Test (FPT). Contractor shall provide five (5) business days' notice of the scheduled FPT (demonstration) to the Owner, Owner designated consultants and A/E team.

3.7.2 The Demonstration of an FPT is a documented formal Cx activity for the Owner (and others) to verify the operation of equipment/assembly/system in accordance with contract documents to include all modes of operation, sequences of operation and anticipated failure conditions. The Contractor shall operate, or cause to be operated, each system, device, assembly or equipment item, both intermittently and continuously, for the duration indicated in the specification section(s) for such item and/or in accordance with the manufacturer's written recommendations, and in accordance with the approved FPT procedures. The details of these activities shall be documented for the CCR. The Owner and/or an Owner-designated consultant shall witness and verify the results of the functional performance test demonstration.

3.7.3 For operable equipment/systems, each component device and each building system shall be exercised to the full extent of its capability, from minimum to maximum, under automatic and manual control, and in bypass when applicable. The equipment/assembly/system shall be exercised using the Campus BAS graphics on a campus operator's workstation. All inputs, outputs and calculated values, as displayed on the operator's workstation graphics, shall be verified and documented.

3.7.4 The Contractor and, when applicable, manufacturer's representative, shall supervise and coordinate adjustments, alignments, calibrations and balancing of all devices, equipment and systems for proper operation as part of the pre-functional testing activities.

3.7.5 The Contractor shall coordinate with the Owner's consultants to support the progression and completion of their scope of work. The Contractor shall provide the TAB firm and envelope consultant with installation and performance data as requested by the consultant (and approved by the Owner).

3.7.6 For Static systems, periodic observations shall be documented in accordance with manufacturer installation guidelines and recommendations. Performance testing as recommended by the manufacturer and in accordance with applicable technical specifications requirements shall be documented.

3.7.7 Where final TAB of a system or particular components thereof are not specifically indicated to be performed by Owner or Owner's consultants, the Contractor is to

provide final balancing and adjustments for operation within specified tolerances and provide documentation of it prior to scheduled FPT of each system.

## 3.8 INTEGRATED SYSTEM TESTING

3.8.1 After successful completion and documentation of all system/assembly/equipment FPTs, the Contractor shall schedule a meeting with the Project Cx Team to review the approved Integrated System Tests (ISTs) and demonstration procedures for each designated system. An integrated system contains two or more system components that have been functionally tested and have physical, hardwired or software interfaces that require one component to respond as the result of the operation of one or more other components. Examples of a few systems that would require an IST are: chilled water distribution, domestic hot water system, primary electrical distribution, fire alarm, access control and security systems.

3.8.2 Development of IST and demonstration procedures may vary with each project. The Contractor is responsible for providing ISTs that include all modes of operation for the system that could act upon or react to operation of separate system components. An IST shall be submitted to the Owner for review and comment and final approval by the A/E team. Collaboration with the A/E design team during IST development will ensure that a thorough performance demonstration is achieved. ISTs shall include a comprehensive, action-response checklist for all modes of operation and failure conditions included in the sequence of operation and shall itemize for each action, the anticipated response from each integrated system and/or associated component.

3.8.3 Following compliance with the provisions noted above and following submission of Operating & Maintenance (O&M) Manuals for the all systems to be demonstrated, the Contractor shall provide the Owner a five (5) business day notice of their intent to perform an IST demonstration. The Contractor is responsible for documenting the results of the ISTs.

## 3.9 ENTIRE FACILITY INTEGRATION TESTING

3.9.1 After successful completion and documentation of all ISTs, the Contractor shall schedule a meeting with the Project Cx Team to review the Entire Facility Integration Test (EFIT). The EFIT is a facility-wide test to verify that all building systems interact and predictably perform in accordance with the design documents.

3.9.2 Development of the EFIT and demonstration procedures shall be a collaborative effort of the Cx Team facilitated by the Contractor. The Contractor is responsible for ensuring that all building systems are included in the EFIT, that each system responds to designed modes of operation, and that anticipated failure conditions are itemized for monitoring and verification. The format of the EFIT testing procedures shall be an action-response matrix that identifies for each action (mode of operation), the itemized list of responses that are to be verified and documented. The Contractor shall submit the EFIT to the Owner and A/E team for review and comment.

3.9.3 Following compliance with the provisions noted above, the Contractor shall provide the Owner a five (5) business day notice of their intent to perform an EFIT. The Contractor is responsible for documenting the results of the EFIT.

## 3.10 OWNER TRAINING

3.10.1 Training shall consist of classroom type sessions and on-site demonstrations of system operation. See specification technical sections for specific system/equipment requirements. If a system/equipment requires both field demonstration and training, they may be combined if the Owner approves.

3.10.2 The Contractor shall provide a professional-grade video recording of training, with audio, in accordance with the technical specifications. The Owner will select those portions of the training to be recorded.

3.10.3 The Contractor shall be responsible for submitting individual training plans and for coordination, scheduling and completion of the training for all equipment as specified in the contract documents. The training will be conducted by the installing subcontractor and/or manufacturer's representative for each specific piece of equipment in accordance with the applicable technical specification sections. Each training plan shall be submitted to the Owner no later than 14 calendar days in advance of proposed training. Training plans shall include the specifications section reference, proposed trainer and relevant qualifications (resume), training agenda with learning objectives, copies of training materials/handouts/visual aids, training date, time, location and duration.

3.10.4 Training shall use the O&M Manuals as a basis for instructing the Owner's personnel regarding system operation. Training shall include a review of the contents of O&M Manuals and a review of equipment data and performance verification from the FPT checklists.

3.10.5 Demonstrate in the field: startup, operation, control, adjustment, trouble-shooting, servicing, maintenance, each component device and shutdown of the system(s).

3.10.6 Demonstrate both in the field and with the use of operator (workstation) graphics a detailed check-out at each stage of the sequences of operation. All equipment graphics, alarms and sequences of operation are to be reviewed, and demonstrated to the extent the Owner agrees is feasible.

3.10.7 The Contractor shall participate in demonstration of Owner Furnished/Contractor Installed equipment in accordance with applicable technical specifications.

3.10.8 As a minimum, the Contractor shall perform training on all Life Safety systems including, but not limited to, the following (if system is part of the project):

3.10.8.1 HVAC and Controls
3.10.8.2 Fire Alarm
3.10.8.3 Fire Sprinkler Systems (including pumps)
3.10.8.4 Elevator/Escalator
3.10.8.5 Smoke Purge
3.10.8.6 Stairwell Pressurization
3.10.8.7 Communications Systems
3.10.8.8 Emergency Power/Generator/UPS
3.10.8.9 Alternative Energy/Energy Recovery Systems
3.10.8.10 Facility Security System
3.10.8.11 Medical Gas Systems
3.10.8.12 Security/CCTV/Access Control/Article Protection Systems

End of Section 01 91 00

REVISION LOG

The following is provided for convenience to the Owner, Architect/Engineer and Contractor to track changes between annual document issuances and is not to be considered by any party to be contractual or 100% complete.

| Date | Items Revised |
|---|---|
| 9/1/2007 | Original Document |
| 3/11/11 | Provided additional language for CxC qualification and duties. Provided Owner approval for proposed candidate for this position |
| | Further defined role of 3rd party Cx authority (CxA) |
| | Further defined Cx activities within project schedule and increase notice for testing/demonstration |
| | Renamed Pre-functional Test – Pre-functional Test *Checklist* and revised C&C documents accordingly |
| | Further defined Functional Testing and Integrated Testing |
| | Added Entire Facility Integration Test (EFIT) form to clarify test procedure to demonstrate operational performance of entire facility |
| 12/12/16 | Updated Contractor's Cx Coordinator (CxC) required qualifications |
| | Construction Checklist now replaced Pre-Functional Checklist |
| | Added requirement for Contractor to employ a Commercial Cx Software solution for managing the Cx Process |
| | General formatting update |
| | |
| | |
| | |

## SECTION 10 14 16.11 - CAST BRONZE DEDICATORY BUILDING PLAQUE

## PART 1 - GENERAL

1.01 RELATED DOCUMENTS

1.01.1 Bidding and Contract Requirements, and Division 1, General Requirements, are hereby made a part of this section.

1.02 DESCRIPTION

1.02.1 Work Included: Furnish and install one (1) cast bronze (or cast aluminum if preferred by Owner) plaque complete.

1.03 SUBMITTALS

1.03.1 OFPC will provide a detailed layout of the plaque.

1.03.2 Submit four copies of a full size shop drawing directly to OFPC for approval prior to casting.

1.03.3 OFPC will return two copies of the approved shop drawing to the contractor.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

1.04.1 Deliver plaque crated to provide protection during transit and job storage.

1.04.2 Inspect plaque upon delivery for damage and correctness.

1.04.3 Store plaque inside building.

1.05 JOB CONDITIONS

1.05.1 Building shall be enclosed and in the dry. Coordinate installation with work of other trades.

## PART 2 - PRODUCTS

2.01 CAST BRONZE PLAQUES (Alt. CAST ALUMINUM)

2.01.1 Plaques shall be as manufactured by The Southwell Company, P.O. Box 299, San Antonio, Texas 78291, or approved equal. Tablet shall be cast of virgin ingots (85-5-5-5 Standard U. S. bronze alloy, or, aluminum alloy 356.1). Casting shall be free of pits and gas holes and all letters shall be sharp and hand tooled. Border and faces of raised letters shall be satin/brushed finish and background shall be leatherette finish. Plaque shall be chemically cleaned and etched and treated with Alodine and sprayed with two coats of Clear Acrylic Lacquer.

2.01.2 Size: 36" W x 24" H.

2.01.3 Border Design: Raised, satin/brushed finish.

2.01.4 Letter style: "Seneca," satin/brushed finish.

2.01.5 Background: Leatherette finish, Oxidized-Dark Bronze or Black (if aluminum).

2.01.6 Text: Include Building Name, Year of Notice to Proceed, Names of Board of Regents at issuance of Notice to Proceed, and Names of Architect and Prime Contractor, etc. For Bidding Purposes, assume 60 large characters and 375 small characters. Owner shall provide exact wording at a later date.

2.01.7 Refer to the attached drawing.

**PART 3 - EXECUTION**

3.01 INSPECTION

3.01.1 Installer must examine the area and conditions under which plaque is to be installed and notify A/E in writing of conditions detrimental to proper and timely completion of work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

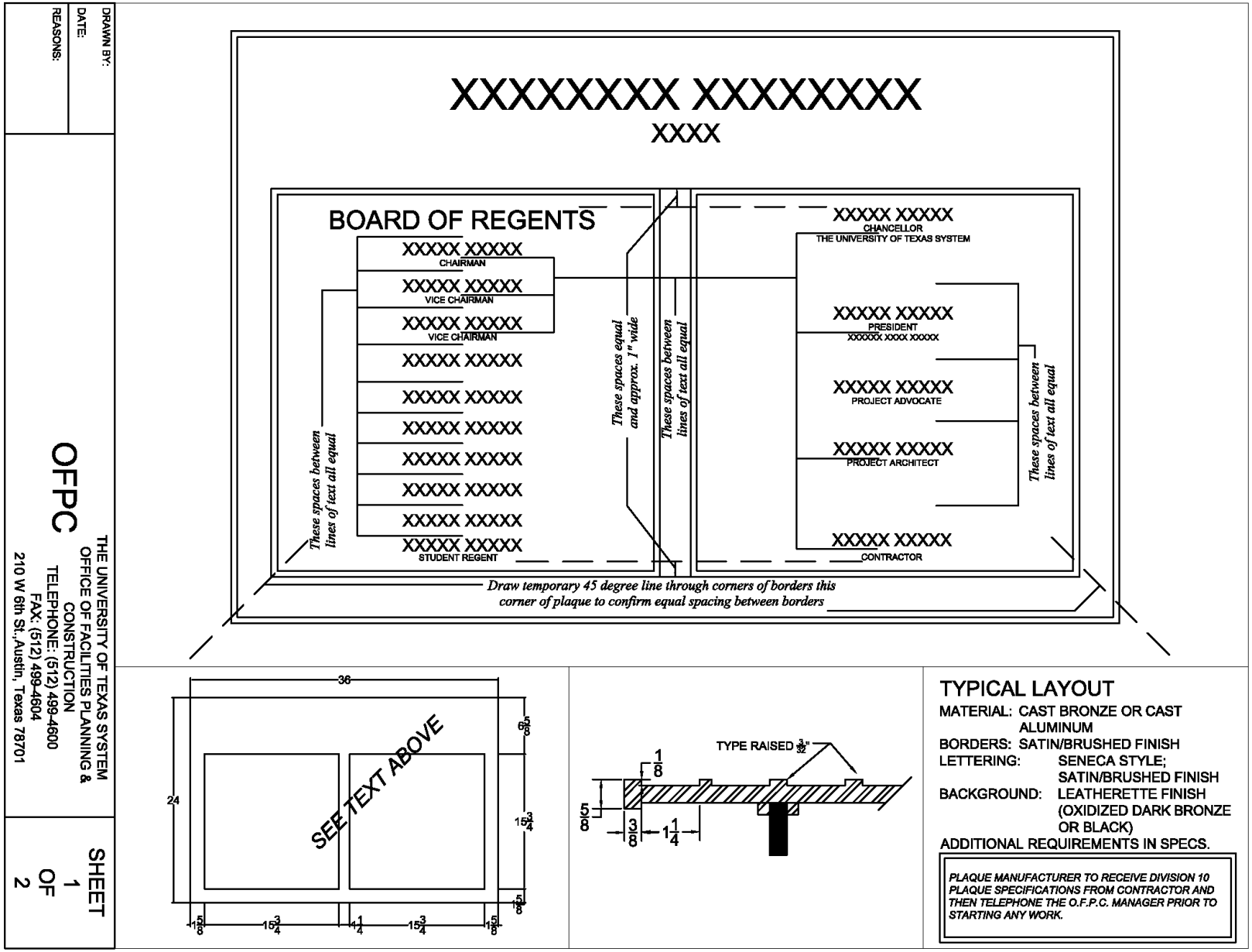
3.02 INSTALLATION

3.02.1 Install plaque plumb level and square, in proper planes with related surfaces, with concealed type fastening devices.

3.03 CLEAN UP

3.03.1 Clean up all debris caused by the work of this Section, keeping the premises clean and neat at all times.

END OF SECTION 10 14 16.11


DRAWN BY:
DATE:
REASONS:
THE UNIVERSITY OF TEXAS SYSTEM
OFFICE OF FACILITIES PLANNING & CONSTRUCTION
TELEPHONE: (512) 499-4600
FAX: (512) 499-4604
210 W 6th St.,Austin, Texas 78701
OFPC
SHEET 1 OF 2
XXXXXXXX XXXXXXXX
XXXX
BOARD OF REGENTS
XXXXX XXXXX
CHAIRMAN
XXXXX XXXXX
VICE CHAIRMAN
XXXXX XXXXX
VICE CHAIRMAN
XXXXX XXXXX
STUDENT REGENT
These spaces between lines of text all equal
These spaces equal and approx. 1" wide
These spaces between lines of text all equal
XXXXX XXXXX
CHANCELLOR
THE UNIVERSITY OF TEXAS SYSTEM
XXXXX XXXXX
PRESIDENT
XXXXXX XXXX XXXXX
XXXXX XXXXX
PROJECT ADVOCATE
XXXXX XXXXX
PROJECT ARCHITECT
XXXXX XXXXX
CONTRACTOR
These spaces between lines of text all equal
Draw temporary 45 degree line through corners of borders this corner of plaque to confirm equal spacing between borders
36
24
SEE TEXT ABOVE
TYPE RAISED 3/32"
1/8
5/8
3/8
1 1/4
TYPICAL LAYOUT
MATERIAL: CAST BRONZE OR CAST ALUMINUM
BORDERS: SATIN/BRUSHED FINISH
LETTERING: SENECA STYLE; SATIN/BRUSHED FINISH
BACKGROUND: LEATHERETTE FINISH (OXIDIZED DARK BRONZE OR BLACK)
ADDITIONAL REQUIREMENTS IN SPECS.
PLAQUE MANUFACTURER TO RECEIVE DIVISION 10 PLAQUE SPECIFICATIONS FROM CONTRACTOR AND THEN TELEPHONE THE O.F.P.C. MANAGER PRIOR TO STARTING ANY WORK.

DRAWN BY:
DATE:
REASONS:

OFPC

THE UNIVERSITY OF TEXAS SYSTEM
OFFICE OF FACILITIES PLANNING & CONSTRUCTION
TELEPHONE: (512) 499-4600
FAX: (512) 499-4604
210 W 6th St.,Austin, Texas 78701

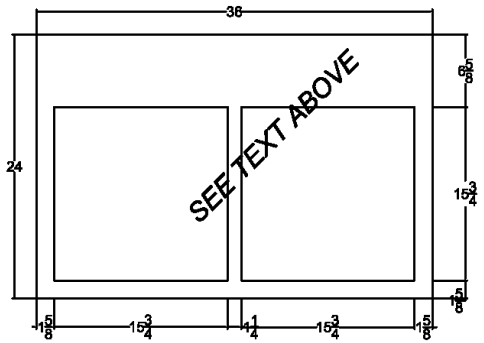
SHEET 2 OF 2

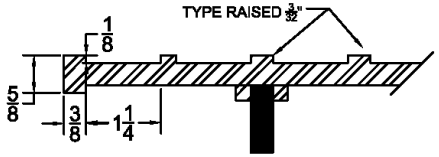
TEXT SUBJECT TO CHANGE PRIOR TO FINAL APPROVAL. ESTIMATE 60 LARGE CHARACTERS RAISED $\frac{3}{32}$" WITH BRUSHED FINISH

BODY OF TEXT TO BE FURNISHED BY OWNER AT A LATER DATE. ESTIMATE 375 CHARACTERS WITH BRUSHED FINISH & RAISED $\frac{3}{32}$".

LEATHERETTE FINISH BACKGROUND

BRUSHED FINISH




## TYPICAL LAYOUT

MATERIAL: CAST BRONZE OR CAST ALUMINUM
BORDERS: SATIN/BRUSHED FINISH
LETTERING: SENECA STYLE; SATIN/BRUSHED FINISH
BACKGROUND: LEATHERETTE FINISH (OXIDIZED DARK BRONZE OR BLACK)
ADDITIONAL REQUIREMENTS IN SPECS.

*PLAQUE MANUFACTURER TO RECEIVE DIVISION 10 PLAQUE SPECIFICATIONS FROM CONTRACTOR AND THEN TELEPHONE THE O.F.P.C. MANAGER PRIOR TO STARTING ANY WORK.*

REVISION LOG

The following is provided for convenience to the Owner, Architect/Engineer and Contractor to track changes between annual document issuances and is not to be considered by any party to be contractual or 100% complete.

| **Date** | **Paragraph Revised** |
|---|---|
| 10/06/16 | Revised text under 2.01.6;<br>"Project Name" now reads "Building Name"<br>"Year Contract Awarded" now reads "Year of Notice to Proceed"<br>"Names of … General Contractor" now reads "Names of … Prime Contractor"<br>"350 small characters" now reads "375 small characters"<br><br>Revised layout plan to add names for Student Regent and Project Advocate, and Added a second layout drawing showing the spacing requirements for names<br><br>Revised specification to include cast aluminum as an alternate plaque material |
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