***THIS SECTION MUST BE EDITED BY PROJECT MANAGER TO MEET SPECIFIC PROJECT NEEDS.*** *Delete this and all other instruction boxes prior to final printing.*

***THIS SECTION MUST BE EDITED BY PROJECT MANAGER TO MEET SPECIFIC PROJECT NEEDS****.* ***Instruction boxes and notes in blue are hidden and will NOT print in final document.***

The Supplemental General Conditions contained herein amend or supplement the General Conditions, Section 00700.

## ARTICLE 1 - DEFINITIONS

**1.11** Contract: Add the following: “This Contract is an indefinite delivery/indefinite quantity (IDIQ) service contract that contains an indefinite quantity of Work and components of the Work and indefinite delivery dates.

**1.12** Contract Amount: Add the following: “The final Contract Amount is equal to the aggregate of all executed Work Assignments not to exceed the amount authorized by Austin City Council.”

**1.18** Drawings: Add the following: “Drawings for Work Assignments to be completed during this Contract period are not included in the Bid Documents. Drawings for individual Work Assignments will be provided to the CONTRACTOR with Work Assignments throughout the Contract period as Work Assignments are issued on an as-needed basis.”

**1.20** Engineer/Architect (E/A): Add the following:

*“Name:*

*Address: ”*

Add the following definitions:

**1.51** Work Assignment: “The OWNER will initiate work under this IDIQ contract as individual Work Assignments. Each individual Work Assignment will define the scope, identify the subcontractors and confirm the Work Assignment Time for the specific Work Assignment to be performed. Given the context of the scope of Work under this Contract and the method of determining the Contract Amount and Work Assignment Time for each Work Assignment, each Work Assignment will be considered to be the equivalent of a negotiated Change Order based upon the unit prices and other applied factors.”

**1.52** Allowance: Allowance is defined as "a not-to-be-exceeded amount”, either individually or in the aggregate, which is established between the OWNER and the CONTRACTOR as part of the bid documents when the precise scope of a particular line item(s) has not been defined to a level which is adequate for the CONTRACTOR to provide a definitive line item pricing for that particular scope of Work. The use of any Allowances by the CONTRACTOR will be subject to the OWNER’s sole approval and it is the OWNER’s intent to minimize the use of Allowances to the fullest extent possible. The aggregate amount of all Work Assignment payments for Mobilization will not exceed the Allowance. An allowance for CONTRACTOR’s mobilization has been established by the OWNER, as mobilization requirements may vary from Work site to Work site. The CONTRACTOR will be paid for mobilization of personnel, equipment and materials to the Work site from this allowance. Typically, only one mobilization will be paid per Work Assignment, and the amount to be paid for mobilization for a given Work Assignment is defined in Section 01020-IDIQ, Mobilization.

1.53 Work Assignment Time: The duration of time to complete each Work Assignment. The Work Assignment Time will be included in each Work Assignment and must be completed within that time. For all Work Assignments not completed within the Work Assignment Time, liquidated damages will be assessed per day and will be calculated separately for each Work Assignment.

**ARTICLE 2 – PRELIMINARY MATTERS**

**2.3 Commencement of Contract Time: Notice To Proceed (“NTP**”): Delete in its entirety and replace with the following:

“The date that the Work Assignment is signed by the OWNER and delivered to the CONTRACTOR with an accompanying Notice to Proceed will be the commencement date for the purposes of the measurement of Work Assignment Time for that individual Work Assignment.”

 “The OWNER will issue a written NTP for each Work Assignment describing the Work to be performed and the time allowed for the completion of the Work, as described in Section 01010-IDIQ, Summary of Work.CONTRACTOR agrees to commence each Work Assignment within the time set forth in subsequently issued NTP describing such Work Assignment and to substantially complete such Work Assignment within the time set forth in such NTP. Work Assignment Time for specific Work Assignments is of the essence and all Work shall be completed within the stated duration of each assignment. ”

**2.4 Before Starting Construction:**

Delete 2.4.2.1 and replace with the following (changes to the original text are identified by underlining):

“**.1** to the extent not sufficiently set forth in the NTP and as required by OWNER’s Representative, a preliminary progress schedule indicating the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, identifying the critical path for completing the Work, identifying when all Subcontractors will be utilized, and taking into consideration any limitations on Working Hours;”

**ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

**3.1 Intent:** Add the following:

**"3.1.3** Federal Aid - Assurances: In the event that a Work Assignment is federally funded, the federal contracting provisions set forth in Section 00810A, and any additional requirements from the funding agency, will be required contract provisions and will be part of the Work Assignment for all purposes. The provisions of Section 00810A are intended to supplement and supersede and be controlling over the City’s standard 00700 General Conditions and other Contract Document provisions to the extent of any conflict with Section 00810A. The CONTRACTOR/Bidder acknowledges and agrees that CONTRACTOR/Bidder has the obligation to comply with the attached federal-aid assurances and contract provisions. This Section 3.1.3 will constitute the CONTRACTOR’s/Bidder’s accepted proposal and agreement with respect to the attached federal-aid assurances and contract provisions.

In the event of any ambiguity or inconsistency between the Section 00810A federal aid assurances and the Contract Documents, the federal provision will control to the extent consistent with the overall intent of the respective Work Assignment. Notice of a federal award will be specified in the Work Assignment. The prevailing wage rates, Section 00830, will be replaced with the current wage rates at the time of the federal assignment. Additional federal requirements, if applicable, will be provided to CONTRACTOR with the respective Work Assignment. If the CONTRACTOR/Bidder has any questions as to the applicability of a Section 00700 or Section 00810A provision or any federal requirement, the CONTRACTOR/Bidder shall submit a request for information to the OWNER. The OWNER will have three (3) business days in which to respond.”

## ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

**4.1 Availability of Lands:** Add the following:

“CONTRACTOR shall contact OWNER’s Transportation Department to obtain a Temporary Use of Right-of-Way Permit prior to beginning construction on any sidewalk/driveway or occupying any parking area/meters within the public right-of-ways.”

## ARTICLE 5 - BONDS AND INSURANCE

**"5.3 Insurance:**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| *Project Manager to use the following table to determine which of the insurance paragraphs are applicable to the Project. Edit out the table and associated legend from the final document.**If work is within 50 feet of a railroad, check with the railroad for any special insurance requirements.* *DEFINITIONS:* *Governmental (Govmtl.) Functions - Projects for all departments except Austin Energy and*  *Aviation inside Airport Operations Area (AOA).* *Proprietary (Propriet'y) Functions - Projects for Austin Energy.* *Aviation Inside AOA - Projects for Aviation Department inside AOA.**LEGEND:*

|  |  |  |
| --- | --- | --- |
|  | ** | *Applicable Insurance Requirements.* |
|  |  |  |
|  |  | *Insurance Requirements Not Applicable, Which Should Be Edited Out.* |
|  |  |  |
|  | *As Req'd* | *Determine Whether Insurance Provisions Are Applicable.* |

|  |  |
| --- | --- |
|  | *Traditional Projects* |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Paragraph* | *Govmtl. Functions* | *Govmtl.**Functions**w/Haz. Material* | *Propriet'y Functions* | *Aviation**Inside AOA* |
| *5.3.1 - Contractor**Provided Insurance* | ** | ** | ** | ** |
| *5.3.1.1 & all subpar. - General Reqmnts.* | ** | ** | ** | ** |
| *5.3.1.2 - Auto. Liab.* | ** | ** | ** | ** |
|  *.1* | ** |  |  |  |
|  *.2* |  | ** | ** |  |
|  *.3* |  |  |  | ** |
| *5.3.1.3 - Workers'**Comp. & Emp. Liab.* | ** | ** | ** | ** |
|  *.1* | ** | ** |  |  |
|  *.2* |  |  | ** | ** |
| *5.3.1.4 - Gen. Liab.* | ** | ** | ** | ** |
|  *.1* | ** |  |  |  |
|  *.2* |  | ** | ** |  |
|  *.3* |  |  |  | ** |
| *5.3.1.5 - Bldrs. Risk* | *As Req'd* | *As Req'd* | *As Req'd* | *As Req'd* |
|  | *Traditional Projects* |  |  |
| *Paragraph* | *Govmtl. Functions* | *Govmtl.**Functions**w/Haz. Material* | *Propriet'y Functions* | *Aviation**Inside AOA* |
| *5.3.1.6 - Haz. Mat.* |  | ** | *As Req'd* | *As Req'd* |
|  *.1* |  | ** | *As Req'd* | *As Req'd* |
|  *.2* |  | ** | *As Req'd* | *As Req'd* |
|  *.3* |  | ** | *As Req'd* | *As Req'd* |
| *5.3.1.7 – Prof. Liab.* | ** | ** | ** | ** |
| *5.3.2 - OWNER* *Controlled Insur.* |  |  |  |  |
| *5.3.2.1 - Intro.* |  |  |  |  |
| *5.3.2.2 & all subpar. - W.C. & Emp. Liab.* |  |  |  |  |
| *5.3.2.3 & all subpar. - Gen. Liability* |  |  |  |  |
| *5.3.2.4 & all subpar. - Excess Liability* |  |  |  |  |
| *5.3.2.5 & all subpar. - Gen. Provisions* |  |  |  |  |
| *Section 00425 -**Constr. Insurance* *Information Form* |  |  |  |  |

 |

**5.3.1** CONTRACTOR Provided Insurance

*Include the following text in 5.3.1.1.1 through 5.3.1.1.13 for all projects.*

**5.3.1.1** General Requirements.

**.1** CONTRACTOR shall carry insurance in the types and amounts indicated below for the duration of the Contract, which shall include items owned by OWNER in the care, custody and control of CONTRACTOR prior to and during construction and warranty period.

**.2** CONTRACTOR must complete and forward the Certificate of Insurance, Section 00650, to OWNER before the Contract is executed as verification of coverage required below. CONTRACTOR shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by OWNER. Approval of insurance by OWNER shall not relieve or decrease the liability of CONTRACTOR hereunder and shall not be construed to be a limitation of liability on the part of CONTRACTOR. CONTRACTOR must also complete and forward the Certificate of Insurance, Section 00650, to OWNER whenever a previously identified policy period has expired as verification of continuing coverage.

**.3** CONTRACTOR's insurance coverage is to be written by companies authorized to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.

**.4** All endorsements naming the OWNER as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Austin, Capital Contracting Office, P.O. Box 1088, Austin, Texas 78767.

*If special provisions for easements require an additional insured (in addition to OWNER), insert the following 5.3.1.1.4.1; otherwise delete.*

**.1** In addition to the OWNER, **<insert name of other party(ies)>** shall be added as an additional insured.

**.5** The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both OWNER and CONTRACTOR, shall be considered primary coverage as applicable.

**.6** If insurance policies are not written for amounts specified below, CONTRACTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

**.7** OWNER shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

**.8** OWNER reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by OWNER based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as CONTRACTOR.

**.9** CONTRACTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

**.10** CONTRACTOR shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

**.11** CONTRACTOR shall provide OWNER thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

**.12** If OWNER owned property is being transported or stored off-site by CONTRACTOR, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect OWNER's property.

**.13** The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of CONTRACTOR.

*Include the following 5.3.1.2 in all contracts,* ***except for*** *projects within 50 ft of a railroad (see below). Delete this option if the second option applies.*

**5.3.1.2** Business Automobile Liability Insurance. Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of OWNER:

a) Waiver of Subrogation endorsement CA 0444;

b) 30 day Notice of Cancellation endorsement CA 0244; and

c) Additional Insured endorsement CA 2048.

Provide coverage in the following types and amounts:

*For projects involving "governmental functions"* ***without*** *hazardous materials, use the following option. If not applicable, delete this option and refer to the next option.*

 **.1** A minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability each accident.

*For projects involving "governmental functions"* ***with*** *hazardous materials, and projects involving "proprietary functions” (coordinate amount with Risk Management), use the following option. If not applicable, delete in its entirety.*

*Delete all “<>”.*

 **.1** A minimum combined single limit of $<1,000,000 minimum> per occurrence for bodily injury and property damage.

*For Aviation projects inside AOA, use the following. If not applicable, delete in its entirety.*

 **.1** A minimum combined single limit of $5,000,000 per occurrence for bodily injury and property damage.

***OR***

*For projects within 50 feet of a railroad, or as required by the railroad, include the following revised paragraph 5.3.1.2 and 5.3.1.2.1*

**5.3.1.2** Business Automobile Liability Insurance. Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of OWNER:

a) Waiver of Subrogation endorsement CA 0444;

b) 30 day Notice of Cancellation endorsement CA 0244; and

c) Additional Insured endorsement CA 2048.

Provide coverage in the following types and amounts:

 **.1** A minimum combined single limit of $2,000,000 per occurrence for bodily injury and property damage.

*Include the following this 5.3.1.3 in all contracts* ***except for*** *projects within 50 ft of a railroad (see below). Delete this option if the second option applies.*

**5.3.1.3** Workers' Compensation And Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). CONTRACTOR shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The Certificate of Insurance, Section 00650, must be presented as evidence of coverage for CONTRACTOR. CONTRACTOR's policy shall apply to the State of Texas and include these endorsements in favor of OWNER:

a) Waiver of Subrogation, form WC 420304; and

b) 30 day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

*For projects involving "governmental functions" with or without hazardous material, include the following to the optional section selected above.*

 **.1** $100,000 bodily injury per accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

*For projects involving "proprietary functions" and Aviation projects inside AOA (coordinate amounts with Risk Management), include the following to the optional section selected above. If not applicable, delete in its entirety.*

*Delete brackets < >.*

 **.1** $<1,000,000 minimum> bodily injury per accident, $<1,000,000 minimum> bodily injury by disease policy limit and $<1,000,000 minimum> bodily injury by disease each employee.

***OR***

*For projects* ***within*** *50 feet of a railroad, or as required by the railroad, use this entire 5.3.1.3 section. Delete the entire section if not applicable.*

**5.3.1.3** Workers' Compensation And Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). CONTRACTOR shall assure compliance with this Statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner's Representative for every person providing services on the Project as acceptable proof of coverage. The Certificate of Insurance, Section 00650, must be presented as evidence of coverage for CONTRACTOR. CONTRACTOR's policy shall apply to the State of Texas and include these endorsements in favor of OWNER:

a) Waiver of Subrogation, form WC 420304; and

b) 30 day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers' Liability Insurance coverage shall be as follows:

 **.1** $1,000,000 bodily injury per accident, $1,000,000 bodily injury by disease policy limit and $1,000,000 bodily injury by disease each employee.

*Include the following 5.3.1.4 in all contracts, except for projects within 50 feet of railroad (see below).*

**5.3.1.4** Commercial General Liability Insurance. The Policy shall contain the following provisions:

a) Contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.

b) Completed Operations/Products Liability for the duration of the warranty period.

c) Explosion, Collapse and Underground (X, C & U) coverage.

d) Independent Contractors coverage (Contractors/ Subcontractors work).

e) Aggregate limits of insurance per project, endorsement CG 2503.

f) OWNER listed as an additional insured, endorsements CG 2010 and CG 2037 or equivalent.

g) 30 day notice of cancellation in favor of OWNER, endorsement CG 0205.

h) Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404.

Provide coverages A&B with minimum limits as follows:

*For projects involving "governmental functions" without hazardous materials use the following.*

 **.1** A combined bodily injury and property damage limit of $500,000 per occurrence.

*For projects involving "governmental functions" with hazardous materials, and projects involving "proprietary functions", coordinate amount with Risk Management. If not applicable, delete in its entirety.*

*Delete “<>"*

 **.1** A combined bodily injury and property damage limit of $<1,000,000 minimum> per occurrence.

*For Aviation projects inside AOA.*

 **.1** A combined bodily injury and property damage limit of $5,000,000 per occurrence.

***OR***

*For projects* ***within*** *50 feet of a railroad, or as required by the railroad, use this entire 5.3.1.4 section. Delete the entire section if not applicable.*

**5.3.1.4** Commercial General Liability Insurance. The Policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.

b) Broad form property damage.

c) Completed Operations/Products Liability for the duration of the warranty period.

d) Explosion, Collapse and Underground (X, C & U) coverage.

e) Independent Contractors coverage.

f) Aggregate limits of insurance per project, endorsement CG 2503.

g) OWNER listed as an additional insured, endorsements CG 2010 and CG 2037 or equivalent.

h) 30 day notice of cancellation in favor of OWNER, endorsement CG 0205.

i) Waiver of Transfer of Recovery Against Others in favor of OWNER, endorsement CG 2404.

Provide coverages A&B with minimum limits as follows:

 **.1** A combined bodily injury and property damage limit of $2,000,000 minimum per occurrence and $4,000,000 minimum aggregate.

*For building, utility plant, tunneling, bridge and lift station projects, include the following Builders’ Risk Insurance provisions.*

**5.3.1.5** Builders' Risk Insurance. CONTRACTOR shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by OWNER. OWNER shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

*For projects which include lead abatement instead of asbestos abatement, substitute "lead" for "asbestos" in the following paragraphs. For projects which include lead and asbestos abatement, change the following paragraphs to read "lead and asbestos." If no lead or asbestos delete in its entirety.*

**5.3.1.6** Hazardous Materials Insurance.

For Work which involves asbestos or any hazardous materials or pollution defined as asbestos, CONTRACTOR or Subcontractor responsible for the Work shall comply with the following insurance requirements in addition to those specified above:

 **.1** Provide an asbestos abatement endorsement to the Commercial General Liability policy with minimum bodily injury and property damage limits of $1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of $1,000,000. This policy shall not exclude asbestos or any hazardous materials or pollution defined as asbestos, and shall provide "occurrence" coverage without a sunset clause. The policy shall provide 30 day Notice of Cancellation and Waiver of Subrogation endorsements in favor of OWNER.

 **.2** CONTRACTOR or Subcontractor responsible for transporting asbestos or any hazardous materials defined as asbestos shall provide pollution coverage. Federal law requires interstate or intrastate transporters of asbestos to provide an MCS 90 endorsement with a $5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of asbestos in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a $1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of $1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of asbestos. The endorsement shall, at a minimum, provide a $1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

 **.3** CONTRACTOR shall submit complete copies of the policy providing pollution liability coverage to OWNER.

*Include the following 5.3.1.7 in all contracts. Renumber as necessary.*

**5.3.1.7** Professional Liability Insurance. For Work which requires professional engineering or professional survey services to meet the requirements of the Contract, including but not limited to excavation safety systems, traffic control plans, and construction surveying, the CONTRACTOR or Subcontractors, responsible for performing the professional services shall provide Professional Liability Insurance with a minimum limit of $500,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to all professional services provided in due course of the Work of this Contract. CONTRACTOR's policy shall include the following endorsement in favor of the OWNER:

a) 30 day Notice of Cancellation endorsement CA 0244

*For projects within 50 feet of a railroad, or as required by the railroad, include the following Railroad Property Liability insurance provisions. Also be sure to make companion edits in 5.3.1.2., 5.3.1.3 and 5.3.1.4 above.*

*Insert the following paragraph*:

**5.3.1.8** Railroad Protective Liability insurance with broad form coverage, with Railroad Owner listed as an additional named insured, with coverage as follows:

 **.1** Minimum combined single limit of $2,000,000 per occurrence for bodily injury and property damages and a minimum of $6,000,000 aggregate.

*If necessary, edit the payment percentages in paragraph 5.4.2.2 and 5.4.2.3 to meet specific project needs. If standard language in the 00700 is acceptable, delete. Delete “<>”*

**5.4.2** Performance Bond.

“.2 If the Contract Amount exceeds $25,000 but is less than or equal to $100,000, CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out in Section 00610, unless the original Work Assignment Time is 60 Calendar Days/40 Working Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive <95%> of the Contract Amount following Final Completion, and the remaining <5%> of the Contract Amount following the one year warranty period.

.3 If the Contract Amount is less than or equal to $25,000, CONTRACTOR will not be required to furnish a Performance Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the following terms and conditions: CONTRACTOR shall be entitled to receive <95%> of the Contract Amount following Final Completion, and the remaining <5%> of the Contract Amount following the one year warranty period.”

## ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

**6.6 Permits, Fees: Add the following:**

"OWNER will obtain and pay for the following permits, licenses and/or fees:

* + 1. Site Development Permit.
		2. Building Permit(s). OWNER's responsibility for obtaining and paying for the Building Permit(s) shall be limited to the following where applicable: the required Electrical Service (Aid of Construction) Fee, Water and Wastewater Tap Fees, Water and Wastewater Capital Recovery Fees, and Septic Permit Fee. The OWNER’s responsibility for obtaining and paying for the Building Permit(s) excludes securing and paying for the following where applicable: Driveway Permit (Concrete) Fee, Electrical Permit, Mechanical Permit, Plumbing Permit, Water Engineering Inspection Fee, Temporary Use of Right-of Way Permit, the gas company’s Gas Yard Line Contribution Fee, and any other permits/fees not listed above.
		3. Texas Department of Transportation permit for Work in State right-of-way.
		4. Railroad Utility License Agreement."

**ARTICLE 10 – CHANGE IN THE WORK:** Add the following:

**10.6 Actual Quantities:**

This Contract is a unit-price IDIQ contract. Final quantities of materials and items of Work will vary depending upon the subsequently issued Work Assignments and actual conditions encountered through the term of the Contract. No “change” will occur unless the total Contract Amount is increased. The Contract Amount is not a guarantee of an amount of available Work. The amount of Work will be dependent upon subsequently issued Work Assignments and actual site conditions. Reduction of the Units used from those shown in the 00300U-IDIQ Bid Form or the total Contract Amount will not constitute a change. The optional terms are dependent upon funding by the City of Austin City Council for each such each year. In addition, the actual quantities to be used are unknown and depend upon actual site conditions and quantities of specific items will vary from those used in the bid. CONTRACTOR will accept and perform the quantities of Work necessary to complete individual Work Assignments, as determined by the OWNER.

## ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

* 1. **Determination of Value of Work:** Add the following to paragraph 11.4.1.2:

 ".2 In the case of a Change Order determined by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation, use the following method:

**COMPONENT ONE**

1a - the cost of labor (base rate, including fringe benefits),

1b - the cost of material and equipment to be incorporated in the Work, and 1c - the cost of tools, equipment and facilities necessary to accomplish the Work described in the change.

**COMPONENT TWO** - The cost of payroll taxes and insurance, Liability and Builder's Risk Insurance, shall be calculated as follows:

2a - Payroll taxes and Workers' Compensation Insurance - 25% of payroll (Item 1a)

2b - Liability and Builder's Risk Insurance -2% of "total costs" (Items 1a, 1b, 1c, and 2a)

**COMPONENT THREE** - Overhead and profit shall be calculated as follows:

3a - For Subcontractors and for those portions of the Work performed by CONTRACTOR'S own forces:

* + - * 15% of the first $10,000.00 of costs and 10% of the balance over $10,000.00.
			* ("costs" = Items 1a, 1b, and 1c, above, broken down into Contractor and Subcontractor costs).

3b - For the CONTRACTOR for that portion of the Work performed by Subcontractors:

* + - * 10% of the first $10,000.00 of the Subcontractor costs and 7.5% of the balance over $10,000.00.
			* ("costs" = Items 1a, 1b, and 1c, above, broken down into Subcontractor costs)

**COMPONENT FOUR** - Bonds

Performance and Payment Bond according to the following table ("TOTAL COST" = Items 1a, 1b, 1c, 2a, 2b, 3a and 3b,):

% OF TOTAL COST

DOLLAR VALUE OF CHANGE ORDER ADDED

OF CONTRACT FOR BOND EXPENSE

|  |  |  |  |
| --- | --- | --- | --- |
| 100,000 | or | less | 2.5 |
| 100,001 | thru | 500,000 | 1.5 |
| 500,001 | thru | 2,500,000 | 1.0 |
| 2,500,00 | thr | 5,000,000 | 0.75 |
| 5,000,00 | thr | 7,500,000 | 0.70 |

OVER 7,500,000 0.65

The total costs for the change, whether additive or deductive, shall be the sum total of COMPONENTS ONE - FOUR.

**11.4 Determination of Value of Work:** Add the following to paragraph to the end of the list:

 “.5 Contract Extension Price Adjustment:

The OWNER may exercise its option by notice to the successful bidder/CONTRACTOR prior to the expiration of the initial term. The unit prices bid by the successful bidder/CONTRACTOR shall remain firm throughout the initial term of the Contract. Bid prices may be adjusted for Contract extensions on the basis of an increase or decrease of the existing prices upwards or downwards in accordance with the 20 City average Engineering News Record Construction Cost Index (CCI) (at the time of the notice of contract extension) divided by the current area CCI at the time of bid. The adjusted prices will be included in a change order and will remain firm throughout the Contract extension period. Upon receipt of the notice of the exercise of the option for an additional contract term by the OWNER, the CONTRACTOR must request a Bid price adjustment in writing or the then current Bid prices will remain in force and effect. The prevailing wage rates, Section 00830, will be replaced at the time of an adjusted bid increase with the then current prevailing wage rates.”

**Unit Price Work:** Delete 11.6.1, 11.6.4, and 11.6.5 and replace with the following:

**“11.6.1** While the Contract Documents provide that all or part of the Work is to be unit price Work, quantities used in 00300U-IDIQ are indefinite, and are therefore not guaranteed, and are solely for the purpose of the evaluation and comparison of Bids. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by OWNER’s Representative. OWNER’s Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).”

**“11.6.4** Except as otherwise provided at the exercise of an additional one year option term, neither the OWNER nor CONTRACTOR may make any claim for adjustment in unit prices for differences in actual quantities relative to the bid quantities.”

**“11.6.5** Deleted.”

## ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

**13.7 Warranty Period:** Add the following:

"**13.7.5** OWNER will utilize a "Warranty Item Form" (attached at the end of this Section) for the purpose of providing Written Notice of warranty defects to CONTRACTOR. CONTRACTOR shall date, sign, complete and return the form to OWNER when the defect is corrected, including such information on or attached to the form to describe the nature of the repairs or corrections that were made. If the defect cannot be corrected in seven (7) Calendar Days, CONTRACTOR shall provide a written explanation to the OWNER's Representative describing the repairs needed and the time required completing the repairs."

## ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

**14.1 Application for Progress Payment:** Add the following to the list of items required with applications for payment:

“.6.4 Pre-Construction and Construction Progress Photos.”

*For water and wastewater line construction* ***and/or*** *roadway construction/reconstruction projects* ***(NOT BOTH)****, include the following modifications of 14.7.1, otherwise delete:*

### Substantial Completion:

*Note: Choose one of the 14.7.1.1 provisions and delete the other.*

Reference 14.7.1, and add the following provision:

“**14.7.1.1** For water and wastewater lines construction, Substantial Completion means that the Work, including all testing and disinfection, has been completed and accepted and the line(s) placed into service. A certificate of Substantial Completion will not be issued. Work that remains after Substantial Completion could include the final pavement of roadways, adjustment of structures to final grade and re-vegetation. Owner’s Representative will issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted as Substantially Complete. This subsection 14.7.1.1 changes the 00700 General Conditions definition of Substantial Completion.”

“**14.7.1.1** When construction in a roadway is required, Substantial Completion means that the Work, including the final surface course, all permanent traffic control devices (pavement markings, signs, etc.), substantial clean-up, and punch list items have been completed, accepted, and placed into service, and, any traffic signal or street lighting conduit that has been installed, lowered or relocated must be inspected for usability by, and must have received written approval from, the City’s traffic signal section and/or street lighting section, as well as having been completed, accepted, and placed into service. A certificate of Substantial Completion will not be issued. Work that remains after Substantial Completion could include final clean up. Owner’s Representative will issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted as Substantially Complete. This subsection 14.7.1.1 changes the 00700 General Conditions definition of Substantial Completion.”

Add the following:

“**14.7.3** Individual Work Assignments, as issued by the OWNER to the CONTRACTOR, will define Substantial Completion for individual projects.”

* 1. **Partial Utilization:** Delete 14.8.1 and replace with the following (changes to the original text are identified by underlining):

“.1 OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER’s Representative that such part of the Work is substantially complete and request OWNER’s Representative to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. CONTRACTOR at any time may notify OWNER’s Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request OWNER’s Representative to issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to the notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted.”

# WARRANTY ITEM NO.

**(PROJECT NAME)**

### The General Conditions of the Contract require that Warranty Defects be corrected within 7 days after written notice is received.

**TO**:

*contractor name address / telephone / fax / email*

**ATTENTION OF**:

**FROM**:

*project manager name / address / telephone / fax / email*

**PROJECT**:

*name / location / CIP ID number*

**END OF ONE YEAR WARRANTY**:

**SUBJECT**:

[ ] If checked, the damage requires immediate attention. The CONTRACTOR has been called.

[ ] If checked, the Consultant has been asked to consult with the CONTRACTOR on the problem.

**PLEASE CORRECT OR REPAIR THE FOLLOWING ITEM(S):**

**DATE OF REQUEST SIGNATURE**

Project Manager

xc:

[ ] Phone No. [ ] Phone No. [ ] Phone No. [ ] Phone No.

**RESPONSE FROM CONTRACTOR:** DATE CORRECTION WAS MADE:

The CONTRACTOR must endeavor to correct the defect within 7 calendar days after written notice is given. If the defect cannot be corrected in that time, CONTRACTOR shall provide a written explanation to the OWNER's Representative describing the repairs needed and the time required to complete the repairs.

**Description of corrections made:**

**DATE OF REPLY** SIGNATURE

When the repair is complete, the CONTRACTOR should return a copy to each of the following:

[ ] Phone No. [ ] Phone No. [ ] Phone No. [ ] Phone No.