

**CITY OF AUSTIN
AUSIN HOUSING FINANCE CORPORATION (AHFC)
SUPPLEMENTAL GENERAL CONDITIONS
20110705RFP-MS**

Supplemental General Conditions:

1. INSURANCE:

The following insurance requirement applies (Applicable to Contracts for services that are performed at AHFC facilities or at sites designated by AHFC and for supplies that are delivered to AHFC facilities by the Contractor personnel). :

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period.
- ii. The Contractor shall forward Certificates of Insurance with the endorsements required below to AHFC as verification of coverage within 14 calendar days after notification of award, unless otherwise specified.
- iii. The Contractor shall not commence work until the required insurance is obtained and has been reviewed by AHFC. Approval of insurance by AHFC shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor shall obtain from each person providing services on the Project, and provide to AHFC: A certificate of coverage, prior to that person beginning Work on the Project, so AHFC will have on file certificates of coverage showing coverage for all persons providing services on the Project; and no later than seven (7) days after receipt by CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed 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. AHFC will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City, AHFC and Homeowner as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

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**Attn: Linell Goodin-
Brown**

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**Austin Housing Finance Corporation
P. O. Box 1088
Austin, Texas 78767**

- vii. The "other" insurance clause shall not apply to the Homeowner, City or AHFC where the Homeowner, City or AHFC is an additional insured shown on any policy. It is intended that policies required in the Contract, covering the Homeowner, City, AHFC and the Contractor, shall be considered primary coverage as applicable.**
- viii. If insurance policies are not written for amounts specified below, the 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.**
- ix. AHFC 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.**
- x. AHFC reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by AHFC based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.**
- xi. The 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.**
- xii. The 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.**
- xiii. The Contractor shall provide Homeowner and AHFC thirty (30) days' written of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.**

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- xiv. The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- xv. Actual losses not covered by insurance as required by this section shall be paid by Contractor.

B. Specific Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period. These insurance coverage's are required minimums and are not intended to limit the responsibility or liability of the Contractor.

i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin, AHFC and Homeowner:

- (a) Waiver of Subrogation, Form WC 420304
- (b) Thirty (30) days Notice of Cancellation, Form WC 420601

ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A and B.

(1) The policy shall contain the following provisions:

- (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (b) Independent Contractor's Coverage.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).

(2) The policy shall also include these endorsements in favor of the City of Austin, AHFC and Homeowner:

- (a) Waiver of Subrogation, Endorsement CG 2404
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205
- (c) The City of Austin, AHFC and Homeowner listed as an additional insured, Endorsement CG 2010

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- iii. **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with 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 per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin, AHFC and Homeowner:
- (a) Waiver of Subrogation, Endorsement TE 2046A
- (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A
- (c) The City of Austin, AHFC and Homeowner listed as an additional insured, Endorsement TE 9901B.
- iv. **Builders Risk Insurance.** The Contractor is responsible for securing the site from vandalism and weather throughout the length of the project. The builders risk insurance policy will equal the total amount of the project. A certificate of insurance, with each address specified, shall be received by AHFC prior to work commencing.
- v. **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the AHFC's review and approval.
- C. The Contractor shall provide a Certificate of Insurance with the types and amounts of coverage and the endorsements required herein within 10 calendar days of notification of award, unless otherwise specified.
- D. The Certificate of Insurance, and annual updates, shall contain the solicitation number and the Buyers name and shall be mailed to the following address:

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Austin Housing Finance Corporation
P. O. Box 1088
Austin, Texas 78767

2. RETAINAGE

The AHFC reserves the right to withhold a 10 percent (10%) retainage until completion of all work required by the Contract including Year 2000 compliance verification, if applicable. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the AHFC and

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payment will be made as specified in the Contract. Payment of the retainage by the AHFC shall not constitute nor be deemed a waiver or release by the Homeowner and AHFC of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

3. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City and AHFC employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City and AHFC employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this Contract, unless Published Wage Rates are included in this solicitation. In addition, AHFC may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, AHFC provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. AHFC requires Contractors submitting Offers on this Contract to provide a signed certification (see the **Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to AHFC as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;

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- iv. basis on which employee's wages are paid;
- v. regular hourly pay rate;
- vi. total daily or weekly straight-time earnings;
- vii. total overtime earnings for the workweek;
- viii. all additions to or deductions from the employee's wages;
- ix. total wages paid each pay period; and
- x. date of payment and the pay period covered by the payment.

E. The Contractor shall provide with the first invoice and as requested by the Department's Construction Coordinator, individual Employee Certifications (see the **Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:

- i. the employee's name and job title;
- ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
- iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Construction Manager and/ or Supervisor will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. AHFC retains the right to review employee records identified in paragraph D above to verify compliance with this provision. Construction and Development Manager and Construction Supervisor.

The following person is designated as Construction Coordinator, and will act as the contact point between the Homeowner, AHFC and the Contractor:

Marianne Ouren (512) 974-3189

Arlie Williams, (512) 974-3143

Randall Bishop, (512) 974-3136

Sunny Vela, (512) 974-3136

4. **INVOICES** (reference paragraph 14 in Section 0300)

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Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 10. Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Housing Finance Corporation
Attn:	Steve Ritchie
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767

5. LABOR STANDARDS ENFORCEMENT & SECTION 3

This project is assisted by Department of Housing and Urban Development (HUD) and is therefore subject to the requirements of LABOR STANDARDS ENFORCEMENT & SECTION 3. (See Attachments 0900 & 0901 as found in the Solicitation documents).