

SUPPLEMENTAL GENERAL CONDITIONS  
Section 00810JOC

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

ARTICLE 1 - DEFINITIONS

Add the following definition:

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

Name:

Address:

ARTICLE 2 - PRELIMINARY MATTERS

2.4 Before Starting Construction:

Delete the following text from 2.4.2.1: "and (v) be prepared in accordance with Section 01310, Schedules and Reports."

2.6 Substitute the following text for Section 2.6:

2.6 "Initially Acceptable Schedules:

2.6.1 Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain approval of Owner's Representative of the Baseline Schedule for each Job Order Assignment in accordance with paragraph 2.4.2.1 before the first progress payment will be made to CONTRACTOR for a Job Order Assignment. The Baseline Schedule must provide for an orderly progression of the designated portion of the Work to completion within any specified Milestones and Contract Times. Acceptance of the schedule by Owner's Representative will neither impose on Owner or Owner's Representative responsibility or liability for the sequencing, scheduling or progress of the Work on the Job Order Assignment nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility for such Work. CONTRACTOR'S schedule of Shop Drawings and sample submissions must provide an acceptable basis for reviewing and processing the required submittals.

2.6.2 Schedule of Values. CONTRACTOR'S schedule of values must conform to the trade summary requirements set forth in the Unit Price Book."

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."

4.1 Availability of Lands: Add the following:

"Field Notes and Special Provisions to Easements, where applicable, will be attached to Section 00810JOC. All Work associated with Special Provisions to Easements shall be subsidiary to the Work defined in the entire Proposal, unless otherwise specified.

Should the actions of the CONTRACTOR, or its Subcontractors, Vendors, or Suppliers, cause the Work to be delayed to the point that the ending date of an easement has been exceeded, the CONTRACTOR shall be responsible to reimburse the OWNER for any additional costs required to extend the period of rights to the easement in order to complete the Work. This delay shall be considered to be any period of time required by the CONTRACTOR to fully and satisfactorily execute the Work that is in addition to the original Contract duration, as modified by any executed Contract change orders."

## ARTICLE 5 - BONDS AND INSURANCE

### "5.3 Insurance:

#### 5.3.1 CONTRACTOR Provided Insurance

##### 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 00650JOC, 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 00650JOC, 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 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, 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, Office of Contract and Land Management, P.O. Box 1088, Austin, Texas 78767.
- .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.

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 TE 2046A;
- b) 30 day Notice of Cancellation endorsement TE 0202A; and
- c) Additional Insured endorsement TE 9901 B.

Provide coverage in the following types and amounts:

- .1 A minimum combined single limit of \$1,000,000 minimum per occurrence for bodily injury and property damage.
- .2 For Aviation projects inside AOA: A minimum combined single limit of \$5,000,000 per occurrence for bodily injury and property damage. (REQUIRED UPON ISSUANCE OF JOB ORDER ASSIGNMENT, IF APPLICABLE.)
- .3 Reserved.

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 00650JOC, must be presented as evidence of coverage for CONTRACTOR. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to OWNER. 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 \$100,000 bodily injury per accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
- .2 For projects involving "proprietary functions" and Aviation projects inside AOA: \$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. (REQUIRED UPON ISSUANCE OF JOB ORDER ASSIGNMENT, IF APPLICABLE.)
- .3 Reserved.

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) Completed Operations/Products Liability for the duration of the warranty period.
- c) Explosion, Collapse and Underground (X, C & U) coverage.
- d) Independent Contractors coverage.
- e) Aggregate limits of insurance per project, endorsement CG 2503.
- f) OWNER listed as an additional insured, endorsement CG 2010.
- 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:

- .1 A combined bodily injury and property damage limit of \$1,000,000 minimum per occurrence.
- .3 For Aviation projects inside AOA: A combined bodily injury and property damage limit of \$5,000,000 per occurrence. (REQUIRED UPON ISSUANCE OF JOB ORDER ASSIGNMENT, IF APPLICABLE.)
- .4 Reserved.

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. (REQUIRED UPON ISSUANCE OF JOB ORDER ASSIGNMENT AS APPLICABLE FOR MAJOR CONSTRUCTION/RENOVATION WORK.)

5.3.1.6 Hazardous Materials Insurance. For Work which involves lead and/or 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: (SPECIFIC PROJECT REQUIREMENT UPON ISSUANCE OF JOB ORDER ASSIGNMENT, IF APPLICABLE.)

- .1 Provide a lead and/or 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 lead and/or asbestos or any hazardous materials or pollution defined as lead and/or 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 lead and/or asbestos or any hazardous materials defined as lead and/or asbestos shall provide pollution coverage. Federal law requires interstate or intrastate transporters of lead and/or 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 lead and/or 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 lead and/or 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 lead and/or 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 lead and/or 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.

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.

## 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 rights-of-way.
- .4 Railroad Utility License Agreement."

6.11 Safety and Protection: Add the following to paragraph 6.11.3:

"6.11.3 At a minimum, the Safety Representative will be certified in personal protective equipment, hazard communication, demolition and blasting, trench/excavation, hand and power tools, welding/cutting, cranes/derricks/hoists/conveyors/, scaffolding, confined space, CPR and first aid."

ARTICLE 8 - OWNER'S RESPONSIBILITIES

"8.7 OWNER shall, throughout the performance of the Work, cooperate with CONTRACTOR and perform its responsibilities, obligations and services in a timely manner so as to facilitate CONTRACTOR's timely and efficient performance of the Work and so as not to delay or interfere with CONTRACTOR's performance of its obligations under the Contract Documents.

8.8 Furnishing of Services and Information

8.8.1 Unless expressly stated to the contrary in the Contract Documents, OWNER shall provide, at its own cost and expense, for CONTRACTOR's information and use the following, all of which CONTRACTOR is entitled to reasonably rely upon in performing the Work:

- .1 To the extent available, any surveys describing the Work site property and its boundaries, topography and reference points for use during construction, including existing service and utility lines;
- .2 To the extent available, geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;
- .3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable CONTRACTOR to perform the Work;
- .4 A legal description of the Site;
- .5 To the extent available, as-built and record drawings of any existing structures at the Site; and
- .6 To the extent available, any environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site."

ARTICLE 10 - CHANGES IN THE WORK

10.3 Change Directives. Delete paragraphs 10.3.1 and 10.3.2 and replace with the following:

"10.3.1 Without invalidating the Contract, OWNER may, by written Change Directive, using the Force Account method, order changes in the Work on any Job Order Assignment within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and Contract Time being adjusted as necessary. "Force Account" means a basis of payment for the direct performance of Work based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 00500JOC and the Unit Price Book and the Coefficient Factor. A Change Directive shall be used in the absence of complete and prompt agreement on the terms of a Change Order. Where practicable, any items of Work that may be agreed upon, prior to the performance of the Work under this Section, will be included in a separate Change Order. For example, the cost of the installation of additional asphalt may be agreed upon based on the unit prices in the Unit Price Book.

10.3.2 If the Change Directive provides for an adjustment to the Job Order Assignment Amount, the adjustment shall be based on the method provided in Section 00500JOC, the Unit Price Book and the Coefficient Factor."

ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

11.4 Determination of Value of Work: The Parties mutually agree that they will only use the line items in the UPB and the Coefficient Factor to determine the Value of Work, unless the Parties subsequently agree that another method allows a better means of determining the value of the Work.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.2 Calendar Day Contracts: Delete subsection 12.2 in its entirety.

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 to complete the repairs."

ARTICLE 16 – DISPUTE RESOLUTION

16.4 Claim Calculation: Delete subparagraph 16.4.1.2 and replace with the following:

".2 Project overhead will be based on the Contractor's Coefficient Factor."

END