00 73 00 SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement SECTION 00 72 00 GENERAL CONDITIONS and other provisions of the Contract Documents. All provisions not amended or supplemented in these Supplementary Conditions remain in effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below.

1. ARTICLE 1 – DEFINITIONS AND TERMINOLOGY
   1. SC-1.01 DEFINED TERMS
      1. Each member of the Owner’s Project Team must be named in this supplementary condition to be covered under the insurance and indemnity provisions of the Contract.
      2. The members of the OPT as defined in Paragraph 1.01.A.41 consists of the following organizations:

|  |  |
| --- | --- |
| City of Corpus Christi, Texas |  |
|  |  |
|  |  |
|  |  |

* + 1. Include any additional entities or persons who will be included as additional insureds in the following supplementary condition. Delete if only the members of the OPT are to be included as additional insureds.
    2. The following entities, along with the members of the OPT, are to be named as an additional insured on all insurance policies, except workers compensation insurance and the Contractor’s professional liability insurance.

|  |  |
| --- | --- |
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|  |  |
|  |  |

* + 1. The following paragraph should be used if it is desirable to expand the definition of Substantial Completion. Describe specific items that must be constructed or specific facilities that must be in operation before the Project can be determined to be substantially complete in Paragraph C. Delete this paragraph if no expansion to the definition of Substantial Completion is needed.
    2. Paragraph 1.01.A.54 “Substantial Completion” is more specifically defined for this Project as:
       1. The following items are fully functional and suitable for operation in accordance with the Contract Documents:
       2. Only the following items not yet complete in accordance with the Contract Documents:

1. ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK
   1. SC-4.04 DELAYS IN CONTRACTOR’S PROGRESS
      1. The allocation for delays in the Contractor’s progress for rain days as set forth in General Conditions Paragraph 4.04.D are to be determined as follows:
         1. Include rain days in developing the schedule for construction. Schedule construction so that the Work will be completed within the Contract Times assuming that these rain days will occur. Incorporate residual impacts following rain days such as limited access to and within the Site, inability to work due to wet or muddy Site conditions, delays in delivery of equipment and materials, and other impacts related to rain days when developing the schedule for construction. Include all costs associated with these rain days and residual impacts in the Contract Price.
         2. A rain day is defined as any day in which the amount of rain measured by the National Weather Services at the Power Street Stormwater Pump Station is 0.50 inch or greater. Records indicate the following average number of rain days for each month:

|  |  |  |  |
| --- | --- | --- | --- |
| Month | Day | Month | Days |
| January | 3 | July | 3 |
| February | 3 | August | 4 |
| March | 2 | September | 7 |
| April | 3 | October | 4 |
| May | 4 | November | 3 |
| June | 4 | December | 3 |

* + - 1. A total of **[insert total number of rain days]** rain days have been set for this Project. An extension of time due to rain days will be considered only after **[43]** rain days have been exceeded in a calendar year and the OAR has determined that a detrimental impact to the construction schedule resulted from the excessive rainfall. Rain days are to be incorporated into the schedule and unused rain days will be considered float time which may be consumed by the Owner or Contractor in delay claims.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

* 1. SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS
     1. Use paragraph A or B as appropriate. Delete the paragraph not used. It is recommended that all reports or record document used be made available to the Contractor and if used for a limited purpose, that this limited purpose be described.
     2. This Supplementary Condition identifies documents referenced in General Conditions Paragraph 5.03.A which describe subsurface and physical conditions.
        1. Geotechnical Reports include the following: **[Write “None” if no Geotechnical Information is available but other information is available under Paragraph 2.]**
     3. Include the title, date of publication and publishing entity for all geotechnical reports, studies, borings, etc. used in the preparation of the Contract Documents. Insert a new subparagraph for each document. Specifically list the Technical Data contained in the document upon which Contractor may rely if this differs from that described in GC 5.03.B which includes data contained in boring logs, recorded measurements of subsurface water levels, and the results of tests performed on materials. Technical Data upon which the Contractor may rely should not be revised unless there is a unique and specific need relative to the Project.
        + 1. **[Document Title, Published by, Publication Date]** - The Contractor may rely on the following Technical Data in using this document:
          2. **[Document Title, Published by, Publication Date]** - The Contractor may rely on the following Technical Data in using this document:
        1. Drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) include the following: **[Write “None” if no record documents or other similar information is available but other Geotechnical reports are available under Paragraph 1.]**
     4. Include the title, date of publication and publishing entity for all reports, studies, surveys, record drawings, etc. used in the preparation of the Contract Documents, including a reference to the number of sheets. Insert a new subparagraph for each document. Specifically list the Technical Data contained in the document upon which Contractor may rely and any limitations on its reliability.
        + 1. **[Document Title, Published by, Publication Date]** - The Contractor may rely on the following Technical Data in using this document:
     5. Use one or more of the paragraphs below; delete the paragraphs not used.

All information presented with regard to material type and general location.

All of the information in such drawings constitutes Technical Data on which Contractor may rely, except for **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** appearing on Drawing No. **\_\_\_\_\_** and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** appearing on Drawing No. **\_\_\_\_\_**.

None of the contents of such drawings is Technical Data on which Contractor may rely.

* + - * 1. **[Document Title, Published by, Publication Date]** - The Contractor may rely on the following Technical Data in using this document:

All information presented with regard to material type and general location.

All of the information in such drawings constitutes Technical Data on which Contractor may rely, except for **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** appearing on Drawing No. **\_\_\_\_\_** and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** appearing on Drawing No. **\_\_\_\_\_**.

None of the contents of such drawings is Technical Data on which Contractor may rely.

* + 1. Delete Paragraph 5.03 entirely and insert the following:

“5.03 Subsurface and Physical Conditions

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.”

* 1. SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE
     1. Use paragraph A or B as appropriate. Delete the paragraph not used. It is recommended that all reports or documents used be made available to the Contractor and if used for a limited purpose, that this limited purpose be described.
     2. This Supplementary Condition identifies documents referenced in General Conditions Paragraph 5.06 which describe Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
        1. Environmental Reports include the following: **[Write “None” if no environmental reports related to a known Hazardous Environmental Condition are available but other information is available under Paragraph 2.]**
     3. Include the title, date of publication and publishing entity for all environmental reports, studies, etc. used in the preparation of the Contract Documents. Insert a new subparagraph for each document. Specifically list the Technical Data contained in the document upon which Contractor may rely.
        + 1. **[Document Title, Published by, Publication Date]** - The Contractor may rely on the following Technical Data in using this document:
          2. **[Document Title, Published by, Publication Date]** - The Contractor may rely on the following Technical Data in using this document:
        1. Drawings of physical conditions relating to known Hazardous Environmental Conditions at the Site include the following: **[Write “None” if no record documents or other similar information is available but other Geotechnical reports are available under Paragraph 1.]**
     4. Include the title, date of publication and publishing entity for all reports, studies, surveys, record drawings, etc. used in the preparation of the Contract Documents, including a reference to the number of sheets. Insert a new subparagraph for each document. Specifically list the Technical Data contained in the document upon which Contractor may rely and any limitations on its reliability.
        + 1. **[Document Title, Published by, Publication Date]** - The Contractor may rely on the following Technical Data in using this document:
     5. Use one or more of the paragraphs below; delete the paragraphs not used.

All information presented with regard to material type and general location.

All of the information in such drawings constitutes Technical Data on which Contractor may rely, except for **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** appearing on Drawing No. **\_\_\_\_\_** and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** appearing on Drawing No. **\_\_\_\_\_**.

None of the contents of such drawings is Technical Data on which Contractor may rely.

* + - * 1. **[Document Title, Published by, Publication Date]** - The Contractor may rely on the following Technical Data in using this document:

All information presented with regard to material type and general location.

All of the information in such drawings constitutes Technical Data on which Contractor may rely, except for **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** appearing on Drawing No. **\_\_\_\_\_** and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** appearing on Drawing No. **\_\_\_\_\_**.

None of the contents of such drawings is Technical Data on which Contractor may rely.

* + 1. This Supplementary Condition identifies documents referenced in General Conditions Paragraph 5.06 which describe Hazardous Environmental Conditions that have been identified at or adjacent to the Site. No reports of explorations or tests for Hazardous Environmental Conditions at or contiguous to the Site are known to Owner.

**ARTICLE 6 – BONDS AND INSURANCE**

SC-6.03 REQUIRED MINIMUM INSURANCE COVERAGE

**INSURANCE REQUIREMENTS**

**NOTE TO SPECIFIER: Regarding Specialty Insurance Coverage, the City PM will consult with City’s Risk Management to determine if any of the specialty insurance is required for this project. Consultant will indicate on chart if Required or Not Required per instructions from City PM. Consultant do not fill in information based on a previous project.**

CONTRACTOR’S INSURANCE AMOUNTS

Provide the insurance coverage for at least the following amounts unless greater amounts are required by Laws and Regulations:

|  |  |
| --- | --- |
| 1. Type of Insurance | 1. Minimum Insurance Coverage |
| 1. Commercial General Liability including 2. 1. Commercial Broad Form 3. 2. Premises – Operations 4. 3. Underground Hazard 5. 4. Products / Completed Operations 6. 5. Contractual Liability 7. 6 Independent Contractors 8. 7. Personal & Advertising Injury | 1. $1,000,000 Per Occurrence 2. $2,000,000 Aggregate |
| 1. Business Automobile Liability - Owned, Non-Owned, Rented and Leased | 1. $500,000 Combined Single Limit |
| 1. Workers’ Compensation | 1. Statutory |
| 1. Employer’s Liability | 1. $500,000/ 500,000/ 500,000 |
| 1. Excess Liability/Umbrella Liability 2. *Required if Contract Price > $5,000,000* | 1. $1,000,000 Per Occurrence |
| 1. Contractor’s Pollution Liability / Environmental Impairment Coverage 2. Not limited to sudden and accidental discharge. To include long-term environmental impact for the disposal of pollutants/contaminants. 3. *Required if excavation > 5 ft or asbestos present* | 1. $1,000,000 Per Claim 2. ☐ Required ☐ Not Required |
| 1. Builder’s Risk (All Perils including Collapse) 2. *Required for vertical structures and bridges* | 1. Coverage limit shall be in the amount of the total cost of the project. 2. ☐ Required ☐ Not Required |
| 1. Installation/Equipment Floater 2. *Required if installing city-owned equipment or storing contractor equipment on city-owned property* | 1. Equal to Contract Price 2. ☐ Required ☐ Not Required |

* + 1. **Include paragraph SC-7.02 if the regular working hours for this project is different than sunrise to sundown Monday through Saturday. Insert the hours that are considered regular working hours.**

1. **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**
   1. SC-7.02 LABOR; WORKING HOURS
   2. B. Perform Work at the Site during regular working hours except as otherwise required for the safety or protection of person or the Work or property at the Site or adjacent to the Site and except as otherwise stated in the Contract Documents. Regular working hours are between **insert hour** a.m. and **insert hour** p.m. **day** through **day** unless other times are specifically authorized in writing by OAR.

C. Do not perform Work on a Sunday or legal holiday without OAR’s consent. The following legal holidays are observed by the Owner:

| Holiday | Date Observed |
| --- | --- |
| New Year’s Day | January 1 |
| Martin Luther King Jr Day | Third Monday in January |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Thanksgiving Day | Fourth Thursday in November |
| Friday after Thanksgiving | Friday after Thanksgiving |
| Christmas Day | December 25 |

**Note to Specifier: Contractor may be required to construct a minimum percentage of the Work with its own forces. The default is 50 percent of the Contract Price as shown below but can vary from project to project. The default is 70 percent for TXDOT projects. Determine the percentage to be used for each project.**

* 1. SC-7.04 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS
     1. Add the following sentence to the end of Paragraph 7.04.A:

“The Contractor must perform at least **[50]** percent of the Work, measured as a percentage of the Contract Price, using its own employees."

1. **ARTICLE 14 – PREVAILING WAGE RATE REQUIREMENTS**
   1. SC-14.04 PREVAILING WAGE RATES
      1. Davis-Bacon Wage Rates can be found at http://www.wdol.gov/dba.aspx. Use the Wage Rates for Nueces County. Select the WD Determination that is appropriate for the Project Copy the Wage Rate directly from the DOL website to this Section or insert the Owner-determined wage rate schedule as required by Texas Government Code Chapter 2258.
      2. The minimum rates for various labor classifications as established by the Owner are shown below:

|  |  |  |
| --- | --- | --- |
| **Wage**  **Determination**  **(WD) No** | **Construction Type** | **Project Type** |
| TX21 | Heavy | Heavy Construction Projects (including Sewer and Water Line Construction and Drainage Projects) |
| TX29 | Highway | Highway Construction Projects (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges). |
| TX33 | Heavy | Pipeline - On-Shore Pipeline Construction |
| TX34 | Heavy | Pipeline - Off-Shore Construction |
| TX288 | Building | Building Construction Projects (does not include single family homes or apartments up to and including 4 stories) |
| TX51 | Heavy | Dredging projects along the Texas gulf coast area including all public channels, harbors, rivers, tributaries and the Gulf Intracoastal Waterways. |
| TX55 | Heavy | Tunnel Construction Projects (Bored, 48” In Diameter Or More) |

1. **ARTICLE 19 – PROJECT MANAGEMENT AND COORDINATION**

SC-19.21COOPERATION WITH PUBLIC AGENCIES

* + 1. **The information in the table below should be reviewed and updated as necessary for each project.**

C. For the Contractor’s convenience, the following telephone numbers are listed:

| Public Agencies/Contacts | Phone Number |
| --- | --- |
| City Engineer | 361-826-3500 |
| [Design Firm] | XXX-XXX-XXXX |
| [Designer’s name] | XXX-XXX-XXXX |
| Traffic Engineering | 361-826-3547 |
| Police Department | 361-882-2600 |
| Water/ Wastewater/ Stormwater | 361-826-1800 (361-826-1818 after hours) |
| Gas Department | 361-885-6900 (361-885-6942 after hours) |
| Parks & Recreation Department | 361-826-3461 |
| Street Department | 361-826-1875 |
| City Street Div. for Traffic Signals | 361-826-1610 |
| Solid Waste & Brush | 361-826-1973 |
| IT Department (City Fiber) | 361-826-1956 |
| AEP | 1-877-373-4858 |
| AT&T | 361-881-2511 (1-800-824-4424 after hours) |
| Grande Communications | 1-866-247-2633 |
| Spectrum Communications | 1-800-892-4357 |
| Crown Castle Communications  (Network Operations Center) | 1-888-632-0931 |
| CenturyLink | 361-208-0730 |
| Windstream | 1-800-600-5050 |
| Regional Transportation Authority | 361-289-2712 |
| Port of Corpus Christi Authority Engr. | 361-882-5633 |
| TxDOT Area Office | 361-808-2500 |
| Corpus Christi ISD | 361-695-7200 |

1. **ARTICLE 23 – MINORITY / MBD / DBE PARTICIPATION POLICY**
2. **Note to Specifier: Delete this section if the participation goals do not differ from Section 23.03 of the General Conditions. DBE goals may be required with federally funded projects and are determined by the agency in authority. Delete paragraphs that do not apply.**

SC-23.03 Goals

* + 1. The goals for participation by minorities and Minority Business Enterprises expressed in percentage terms for the Contractor’s aggregate work force on all construction Work for the Contract award shall be
       1. Minority participation goal for this Project has been established to be **insert percentage**%.
       2. Minority Business Enterprise participation goal for this Project has been established to be **insert percentage**%.
       3. Disadvantaged Business Enterprise participation goal for this Project has been established to be **insert percentage**%.

1. **ARTICLE 25 – SHOP DRAWINGS**

SC-25.03CONTRACTOR’s RESPONSIBILITIES

* + 1. Provide Shop Drawings for the following items:

| Specification Section | Shop Drawing Description |
| --- | --- |
|  |  |
|  |  |
|  |  |

SC-25.12 RESUBMISSION REQUIREMENTS

* + 1. Pay for excessive review of Shop Drawings.

Cost for additional review time will be billed to the Owner by the Designer for the actual hours required for the review of Shop Drawings by Designer and in accordance with the rates listed below:

**Note to Specifier: Insert the rates that will be charged for excessive review of Shop Drawings.**

1. **ARTICLE 26 – RECORD DATA**

SC-26.03CONTRACTOR’s RESPONSIBILITIES

* + 1. Submit Record Data for the following items:

| Specification Section | Record Data Description |
| --- | --- |
|  |  |
|  |  |
|  |  |

SC-30.21 Notices.

B. Strict compliance is required for all notice provisions in this Contract.

END OF SECTION