**Supplementary Conditions**

**APPROVED DOCUMENT—**This document is approved by the Office of the President and Office of the General Counsel for use by the Facility.

**Cover Sheet and Instructions**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| PURPOSE OF DOCUMENT: | Provides a means of specifying varying project conditions without revising the text of the General Conditions. | | | | | |
| CROSS-REFERENCES TO FACILITIES MANUAL (FM): | FM4:4.6.3 | | | | | |
| CONTENTS: | Supplementary Conditions | | | | | |
| FOR USE WITH: *(check if applicable)* |  | Long Form  (LF) |  | Brief Form  (BF) |  | Multiple Prime  (MP) |
|  | Design Build  (DB) |  | CM at Risk  (CM) |  | Job Order Contract  (JOC) |
|  | Mini Form  (MF) | √ | Design Build  UCIP  (DB  UCIP) |  |  |
| COMPLETED BY: | √ | Filling In | √ | Adding Text |  | No Data Required |
| ITS USE IS: | √ | Required |  | Optional | | |

**NOTE:** To use the electronic file of this document, you must go to the “Tools” pull down menu in Microsoft Word, select “Options,” select the “View” tab, and then put a check in the box “Hidden text.” Most instructions and alternate language is displayed in hidden text. Do not print the hidden text for the final document.

**Completion Instructions:**

1. Notes, suggested text, instructions and other information is formatted using the following methods:

* Hidden text within brackets. {This is an example of the format.} Read the material within the brackets and take the appropriate action (usually inserting text or selecting from a choice of texts.) When printing this document, the default print property will not print the hidden text.
* Coded instruction within brackets. The instructions and shading will disappear when the required information is typed.
* Suggested text is shaded in gray without brackets (see Modifications and Additions below.)

**Modifications and Additions:**

1. Changes to the General Conditions by the Supplementary Conditions require review and approval by the Office of the President before the document is issued to Bidders.

2. Areas shaded in gray, without brackets, represent suggested text that may be modified by the Facility to meet the needs of the Project. This is an example of the format. Ensure that any modified or added text is consistent with the Contract Documents.

3. Areas not highlighted in gray, without brackets, shall not be altered without approval of the Office of the President.

4. ***Articles, New***. Adding a new condition to the General Conditions requires that a new article be added to the Supplementary Conditions. The new article must reference the appropriate General Conditions article and describe the change.

5. ***Modification of General Conditions***, Article 11 – Insurance and Bonds

5. ***Item 1, Supplementary Conditions***

1. **Insert** Article 3.19.9 Environmental Product Declarations (Buy Clean CA) with instruction that it only applies on construction contracts of $1,000,000 or more. Make sure that General Conditions 13.2.9 contains the “See Supplementary Conditions” box at the end if using this. This includes articles 3.12.9.1 through 3.12.9.7.

**Comments:**

None

# END OF COVERSHEET AND INSTRUCTIONS

**SUPPLEMENTARY CONDITIONS**

(Design Build Projects with UCIP)

**1. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 1 – GENERAL PROVISIONS**

The “Architect of Record” as referred to in the General Conditions is: ,

**2. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – DESIGN BUILDER**

The following sentence is added to Subparagraph 3.2.5:

Local is considered to be within miles from the Project site.

**3. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – DESIGN BUILDER**

The following sentence is added to Subparagraph 3.11.1.2:

A reasonable number of Construction Document packages shall be .

{FACILITY NEEDS TO COORDINATE THIS WITH FINAL DESIGN/CONSTRUCTION PHASES EXHIBIT.}

**4. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – DESIGN BUILDER**

The following Subparagraph 3.11.4 is added to Article 3.11:

{**TWO OPTIONS ARE AVAILABLE, CHOSE ONE ONLY**. THE FIRST OPTION, (A), SHOULD BE USED IF THE FACILITY WANTS THE FINDINGS AND RECOMMENDATIONS IN THE GEOTECHNICAL REPORT USED AS THEY ARE WRITTEN AND WILL NOT CONSIDER ANY MODIFICATION OF THE FINDINGS AND RECOMMENDATIONS; THE SECOND OPTION, (B), SHOULD BY USED IF THE FACILITY WILL CONSIDER REQUEST(S) BY THE DESIGN BUILDER TO MODIFY THE FINDINGS AND RECOMMENDATIONS OF THE GEOTECHNICAL REPORT}

**(A)** Design Builder shall base Design Work on geotechnical report; the University will not consider any modifications to the geotechnical report’s findings or recommendations.

# **OR**

**(B)** University will consider request by Design Builder for modification to the findings and recommendations found in the geotechnical report provided in the Contract Documents. If such request for modifications is agreed to by the University, the University’s geotechnical engineer will modify the geotechnical report to reflect requested modifications. The University will be under no obligation to study or agree to such request for modifications of the findings and recommendations by the Design Builder. The University’s decision on such request by the Design Builder shall be final.}

**5. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – DESIGN BUILDER**

**Insert the following language if the contract is $1,000,000 or above**

**ENVIRONMENTAL PRODUCT DECLARATIONS (BUY CLEAN CALIFORNIA)**

* + 1. Environmental Product Declarations

**3.19.9.1** Design Builder shall comply with California Public Contract Code Section 3500 et seq., the Buy Clean California Act (“BCCA”).

**3.19.9.2**The term “Eligible Materials”, as used herein, shall mean the same as defined by the BCCA, and shall include at a minimum the following materials:

(1) Carbon steel rebar.

(2) Flat glass.

(3) Mineral wool board insulation.

(4) Structural steel.

**3.19.9.3** Compliance with the BCCA and this Article applies to all Eligible Materials for the Project**.**

**3.19.9.4** Design Builder shall submit to University a current (as of Notice to Proceed) facility-specific Environmental Product Declaration (“EPD”), Type III, as defined by the International Organization for Standardization (“ISO”) standard 14025, or similarly robust life cycle assessment methods that have uniform standards in data collection consistent with ISO standard 14025, industry acceptance, and integrity, for each Eligible Material proposed to be used on the Project. The EPD must be specific to the material manufacturer and the facility where the material is manufactured.

**3.19.9.5** Eligible Materials installed on the Project by Design Builder must comply with any standards to the extent established in the BCCA (and listed on the Department of General Services BCCA site) or by University, whichever is more stringent.  The facility-specific global warming potential for any Eligible Material must not exceed any existing maximum acceptable global warming potential for that material pursuant to the BCCA (and listed on the Department of General Services BCCA site) or by University, whichever is more stringent.

**3.19.9.6** Design Builder shall not install any Eligible Materials on the Project until Contractor submits a facility-specific EPD for that material which demonstrates that the material complies with any existing Eligible Material Standards (as included in the bid documents and as listed on the Department of General Services BCCA site) and this Article and the EPD is approved by the University. Design Builder shall be responsible for any losses, expenses, penalties or damages of any type incurred or sustained by University, including but not limited to removal and replacement of Defective Work, which are caused by Design Builder’s failure to comply with the requirements of the BCCA or this Article.

**3.19.9.7.** Eligible exemptions may be approved with submission of a UC BCCA Exemption Form for qualifying exemptions as noted in the **Facility Manual**.

**6. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 8 – CONTRACT TIME**

Adverse weather in excess of the following number of days will be granted a Contract Time extension pursuant to Article 8.4 of the General Conditions:

Example 1: {If facility elects to specify days on a monthly basis}

January = 6 days

February = 6 days, etc.

Example 2: {If facility elects to specify a total number of days for the entire project}

Total Number of days = 27 days}

**7. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11.1 – INSURANCE AND BONDS**

1. 11.1.1 The UCIP Administrator is listed on the UCIP Manual.

*If UCIP provides coverage option for fabrication at dedicated off-site location and the Facility opts to offer the coverage, substitute the following for Article 11.1.1, after above 11.1.1 information, but within Article 11.1.1:*

Overview. Except as limited by the provisions of this Article 11.1, the University shall pay for, obtain and maintain a University Controlled Insurance Program (“UCIP”) providing Workers’ Compensation and Employer’s Liability Insurance coverage, Commercial General Liability Insurance coverage, and Excess Liability insurance coverage, to persons and entities enrolled in the UCIP, for Work performed on or at the Project Site and summarized as follows:

For Design Build Contracts

Phase 1: Design Development Documents- UCIP does NOT apply to this portion of the Work

Phase 2: Construction Documents - UCIP does NOT apply to this portion of the Work

Phase 3: Construction - UCIP does apply to this Work

If UCIP provides coverage option for fabrication at dedicated off-site location and the Facility opts to offer the coverage UCIP could apply as though it was Work performed on or at the Project Site, on an exception basis, provided that (1) the Contractor and/or Subcontractor is performing labor at the Project Site and is enrolled pursuant to Article 11.1.1; (2) the off-site location meets the requirements of the UCIP Form 4 - UCIP Coverage Questionnaire for Work at a Dedicated Offsite Location and (3) the Contractor specifically requests from the University coverage for the off site location, and (4) the UCIP insurer approves enrollment of the location. Should the Contractor meet ALL criteria shown on the UCIP Form 4: UCIP Coverage Questionnaire for Work at a Dedicated Offsite Location, the Design Builder must complete and submit UCIP Form 4 to the UCIP Administrator with its completed UCIP Form 1: Enrollment Information.

Persons and entities eligible for such coverage (see Article 11.1.2), including Design Builder and all Subcontractors, unless excluded under Article 11.1.5, will be required to enroll in the UCIP. Once enrolled, the UCIP will provide coverage as defined herein until the earliest of the following: the date on which University makes final payment to Design Builder, the date a Notice of Cessation is filed for the Contract, or the date the Contract is terminated pursuant to Article 13. Additionally, all enrolled eligible Design Builders and Subcontractors, will be required to obtain their own Commercial Automobile Liability Insurance for all Work (on and off the Project Site), as well as their own Commercial General Liability Insurance and Workers’ Compensation and Employer’s Liability Insurance for their Work not covered by the UCIP (see Article 11.1.10); Excluded Parties and Eligible Parties who are not enrolled must also obtain Commercial Automobile Liability Insurance, Workers’ Compensation and Employer’s Liability Insurance, and Commercial General Liability Insurance for all Work (on and off the Project Site) (see Article 11.1.10). The UCIP shall be administered by the UCIP Administrator identified in the Supplementary Conditions. Pursuant to Article 4.1.4, all communications concerning the UCIP shall be through the University Representative except that written communications between the UCIP Administrator, Design Builder, Subcontractors, eligible, enrolled and excluded parties are authorized as follows:

.1 For the purpose of obtaining copies of any UCIP insurance policies, the UCIP Insurance Manual and the UCIP Safety Standards Manual.

.2 For the purpose of obtaining any certificates of insurance required by this Article 11

.3 For the purpose of verifying that Design Builder, Subcontractors, eligible parties, enrolled parties and excluded parties have obtained and maintained any insurance required by this Article 11

.4 For the purpose of enrolling any party in the UCIP

2. 11.1.2 If UCIP provides coverage option for fabrication at dedicated off-site location and the Facility opts to offer the coverage, add the following to Article 11.1.2:

An exception to provide UCIP coverage for Work that is performed at a location off the Project Site will not be provided to any party that does not perform any labor at the Project Site and is not enrolled pursuant to Article 11.1.1. Such exception will not be provided to any party that does not meet the requirements of the UCIP Form 4 - UCIP Coverage Questionnaire for Work at a Dedicated Offsite Location.

3. 11.1.10.1 The insurance required by 11.1.10.1.1 (Commercial General Liability Insurance) and 11.1.10.1.2 (Commercial Automobile Liability Insurance) shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor’s or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor’s or Moody's).

The insurance required by 11.1.10.1.3 (Workers' Compensation And Employer's Liability Insurance) shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor’s or Moody's); or (ii) that are acceptable to the University.

The insurance required by 11.1.10.1.4 (Professional Liability Insurance) shall be issued by companies (1) that have the Best Rating of A or better (or an equivalent rating by Standard & Poor’s or Moody’s) or (ii) are acceptable to the University.

**{OPTIONAL** – THE FOLLOWING PROVISION IS INTENDED FOR PROJECTS INVOLVING HAZARDOUS MATERIALS, e.g. ASBESTOS ABATEMENT**}**

4. The following article is added to the General Conditions pursuant to Article 11.1.10.1.5:

11.1.10.1.6 The Design Builder shall obtain, either itself or through the applicable Subcontractor(s) performing Work involving hazardous materials, Contractor's Pollution Liability (CPL) insurance coverage for such Work AND an endorsement to either its CPL or Commercial Automobile Liability policies for transporting or hauling of hazardous materials. The insurance required by this paragraph 11.1.2.6 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor’s or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor’s or Moody's). Such insurance shall be written for not less than the following and include the University as Additional Insured by endorsement:

Such CPL insurance shall be written for not less than the following minimum limits:

|  |  |
| --- | --- |
| CONTRACTOR'S POLLUTION LIABILITY - Limits of Liability | Minimum Requirement |
| Each Loss | {$AMOUNT} |
|  |  |
| Policy Aggregate | {$AMOUNT} |

Such CPL insurance shall, by endorsement to the policies, also include the following:

.1 The Regents of the University of California and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants shall be included as additional insureds on a primary non-contributory basis.

.2 As to all liability insurance policies, each shall include a waiver of subrogation endorsement evidencing that the Design Builder and/or Subcontractor waives all rights of recovery by subrogation against University, University’s Representative, University’s Representative’s consultants, their respective officers, agents, or employees.

.3 Except with respect to the limits of insurance, Design Builder and Subcontractor required insurance shall apply separately to each insured or additional insured.

.4 Coverage for Emergency Response Costs, with a 72-hour minimum time frame.

.5 Coverage for Crisis Management, Public Relations Management or Equivalent.

.6 Coverage for Mold and Fungi.

.7 Coverage for transportation of hazardous materials.

.8 Coverage for non-owned hazardous material disposal sites.

If coverage is provided on an Occurrence form, Design Builder and/or Subcontractor shall maintain and show evidence of coverage while Work involving hazardous materials is being completed, to include Completed Operations liability coverage for a minimum period of ten (10) years or the applicable Statute of Repose as provided by the law of the jurisdiction where the project is located as shown in the policy(ies), whichever is less. If coverage is provided on a Claims-Made form, Design Builder and/or Subcontractor shall maintain and show evidence of coverage while Work involving hazardous materials is being completed, to include a ten (10)-year Extended Reporting Period from the completion of contracted services.

Coverage must extend to Transportation and Hauling of hazardous materials. The University shall require a copy of the policy endorsement noting extension of Transportation coverage. If this extension of coverage is not provided under the Design Builder's or applicable Subcontractor's Design Builder's Pollution Liability, then the Design Builder/Subcontractor shall also be required to show evidence of the following under its Business Auto policy:

COMMERCIAL AUTO - Combined Single Limit per Accident of: {$AMOUNT}

Covering Transportation and/or Hauling and/or Disposing of hazardous materials by amending the pollution exclusion of ISO Form CA 00010 6/92 (or its equivalent) in the following manner:

1. Delete Section a. (1) a.: (Pollution) "being transported or towed away by, or handled for movement into, onto or from the Covered Auto."

2. Delete Section a. (1) b.: "Otherwise in the course of transit by the insured."

Coverage shall include MCS-90 endorsement and shall be endorsed to specifically limit the reimbursement provisions of the MCS-90 to the Named Insured.

5. The following article is added to the General Conditions pursuant to Article 11.1.10.1.5:

11.1.10.1.7 The Design Builder shall obtain, either itself or through the applicable Subcontractor(s) in use of drone(s)/Unmanned Aerial Vehicle(s) (UAV(s)) in the performance of their Work, separate Unmanned Aircraft System (UAS) insurance. Design Builder and/or Subcontractor shall maintain and show evidence of coverage pursuant to Article 11.1.10.1.6 while Work involving drone(s)/UAV(s) is being completed. The insurance required by this paragraph shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor’s or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor’s or Moody's).

Design Builder and/or Subcontractor in use of a drone/UAV in the performance of their Work shall meet all FAA requirements for certification and comply with all FAA rules for operation of the drone/UAV and any established University policy relating to operation of unmanned aircraft systems at University location.

Such UAV Liability coverage as provided by an UAS insurance policy shall be written for not less than the following minimum limits:

|  |  |
| --- | --- |
| UAV / UAS INSURANCE - Limits of Liability | Minimum Requirement |
| Per Occurrence | {$AMOUNT} |
|  |  |
| Annual Aggregate | {$AMOUNT} |

Such UAS insurance policy must include coverage for Bodily Injury (Liability), Property Damage (Liability) and Physical Damage to the UAV and support systems. Design Builder and/or Subcontractor shall be required to also show evidence of the following under its UAS policy:

Such UAS insurance shall, by endorsement to the policies, also include the following:

.1 The Regents of the University of California and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants shall be included as additional insureds on a primary non-contributory basis.

.2 As to all liability insurance policies, each shall include a waiver of subrogation endorsement evidencing that the Design Builder and/or Subcontractor waives all rights of recovery by subrogation against University, University’s Representative, University’s Representative’s consultants, their respective officers, agents, or employees.

.3 If insurance policy providing coverage requires that each UAV be scheduled, the Design Builder and/or Subcontractor shall meet all reporting requirements of the insurance company to schedule insurance for the actual unit (drone/UAV) in use in the performance of their Work.

**8. MODIFICATION OF GENERAL CONDITIONS ARTICLE 15 – MISCELLANEOUS PROVISIONS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed via a University approved digital signature process and shall have the same force and effect as the use of a manual signature. The University reserves the right to reject any digital signature that cannot be positively verified by the University system as an authentic digital signature.

[End]