

SUPPLEMENTARY CONDITIONS

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

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

**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 {NUMBER} 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 {NUMBER} .

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

The following Subparagraph 3.11.4 is added to Article 3.11:

{(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 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

**6. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11 – INSURANCE AND BONDS**

Design Builder shall furnish and maintain insurance in the amounts below.

The insurance required by 11.1.2.1, 11.1.2.2 and 11.1.2.4 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 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 or Moody's). Such insurance shall be written for not less than the following:

Minimum Requirement

11.1.2.1	Commercial Form General Liability Insurance- Limits of Liability	
	Each Occurrence-Combined Single Limit for Bodily Injury and Property	<u>\$ AMOUNT</u>
	Products-Completed Operations Aggregate	<u>\$ AMOUNT</u>
	Personal and Advertising Injury	<u>\$ AMOUNT</u>
	General Aggregate-	<u>\$ AMOUNT</u>
11.1.2.2	Business Automobile Liability Insurance-Limits of Liability	
	Each Accident-Combined Single Limit for Bodily Injury and Property Damage	<u>\$ AMOUNT</u>
11.1.2.4	Professional Liability – Limits of Liability	
	Each Occurrence	<u>\$ AMOUNT</u>
	General Aggregate	<u>\$ AMOUNT</u>

The insurance required by 11.1.2.1 and 11.1.2.2 shall provide as follows: University, University's officers, agents, employees, consultants, University's Representative, and University's Representative's consultants, regardless of whether or not identified in the Contract Documents or to Design Builder in writing, will be included as additional insureds for and relating to the Work to be performed by Design Builder and Subcontractors. This requirement shall apply to claims, costs, injuries, or damages, but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of Design Builder and Subcontractors. This requirement shall not apply to Worker's Compensation and Employer's Liability Insurance or to Professional Liability Insurance.

Insurance required by Paragraph 11.1.2.3 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 or Moody's); or (ii) that are acceptable to the University. Such insurance shall be written for not less than the following:

11.1.2.3 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY –

Worker's Compensation:

(as required by Federal and State of California law).

Employer's Liability:

Each Employee	\$1,000,000
Each Accident	\$1,000,000
Policy Limit	\$1,000,000

Article 11.2.3 of the General Conditions is replaced in its entirety with the following:

11.2.3 Builder's risk insurance coverage under this Article 11.2 will end on the earliest of any of the following:

- .1 sixty (60) days after the date a Certificate of Occupancy for the entire Project is issued by the University;
- .2 sixty (60) days after the date a Certificate of Occupancy for a part of the Project issued by the University, but coverage will end only for the part of the Project covered by such Certificate of Occupancy; or
- .3 the date of Final Completion established by the University in any Notice of Completion issued by the University.

The following article is added to the General Conditions:

11.1.2.4 The Contractor 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 Business Auto policies for transporting or hauling of hazardous materials. The insurance required by this paragraph 11.1.2.4 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 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 or Moody's). Such insurance shall be written for not less than the following and include the University as Additional Insured by endorsement:

CONTRACTOR'S POLLUTION LIABILITY - Limits of Liability	Minimum Requirement
Each Occurrence	{\$AMOUNT}
Products-Completed Operations	{\$AMOUNT}
General Aggregate	{\$AMOUNT}

If coverage is provided on a Claims-Made form, Contractor shall evidence coverage to include a three (3)-year Extended Reporting Period beyond completion of such Work. 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 Contractor's or applicable Subcontractor's Contractor's Pollution Liability, then the Contractor/Subcontractor shall also be required to evidence the following under its Business Auto policy:

BUSINESS AUTO - Combined Single Limit Per Accident {\$AMOUNT}  
Covering Transportation and/or Hauling 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 with the University as Additional Insured and shall be endorsed to specifically limit the reimbursement provisions of the MCS-90 to the Named Insured.

## **7. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 14.6 – PATIENT HEALTH INFORMATION**

### **14.6. PATIENT HEALTH INFORMATION**

Contractor acknowledges that its employees, agents, subcontractors, consultants and others acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g. walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Contractor shall immediately notify University Representative of any such contact. Any and all forms of PHI should not be examined closer, copied, photographed, recorded in any manner, distributed or shared. Contractor will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Contractor, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Contractor will report such actions immediately to the University Representative. Contractor will immediately take all steps necessary to stop any such actions and will ensure that no further violations of this contractual responsibility will occur. Contractor will report to University Representative within five (5) days after Contractor gives University Representative notice of the event/action of the steps taken to prevent future occurrences.