

## Supplementary Conditions

### Cover Sheet and Instructions

APPROVED DOCUMENT – This document is approved by the Office of the President and Office of the General Counsel for use by the Facility and is available on computer diskette.

<b>PURPOSE OF DOCUMENT:</b>	Provides a means of specifying varying project conditions without revising the text of the General Conditions.				
<b>CROSS-REFERENCE TO FACILITIES MANUAL:</b>	FM4[[]]:4.6.3				
<b>CONTENTS:</b>	Supplementary Conditions				
<b>FOR USE WITH: (Not applicable to Some Documents)</b>	√	Long Form (LF)	√	Brief Form (BF)	Mini Form (MF)
<b>COMPLETED BY:</b>	√	Filling in	√	Adding Text	No Data Required
<b>ITS USE IS:</b>	√	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:

- Notes, suggested text, instructions and other information is formatted using the following methods:
  - Hidden text within brackets. 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. {This is an example of the format.} 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:

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

## Supplementary Conditions

---

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. **Non-compensable Time Extension for Weather.** The risk to the project for inclement weather is one of the many risks that is addressed in the University contract. The contract now allocates risk of delay in excess of the specified number of days of anticipated rainy days to the University rather than the Contractor. The number of days specified should not normally exceed the number of days for which rain is anticipated at the project site. This language should be used except for unique projects that cannot be delivered at a date later than the specified Contract Time, without significant hardship to the University. If you contemplate not using the language in the Supplementary Conditions for a "date sensitive" project, please consult the Office of the President.
6. **Contractor's Pollution Liability (CPL) insurance.** The risk of liability to the University for hazardous material contamination can be managed by requiring the Contractor to provide evidence of insurance coverage for pollution liability and naming the University as an Additional Insured. For projects involving work with hazardous materials, e.g. asbestos abatement, a Facility should normally include such a provision. See the embedded instruction in the Supplementary Conditions. For other projects, a Facility may choose to include this provision if the construction work warrants such pollution coverage and consultation with the campus risk manager is recommended.
7. **Builder's Risk Property insurance.** The conditions for builder's risk insurance have been placed in the Supplementary Conditions. See the instructions and provisions in the Supplementary Conditions that have been updated.

### Comments:

None

**SUPPLEMENTARY CONDITIONS****1. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11 – INSURANCE AND BONDS**

Contractor shall furnish and maintain insurance in the amounts below.

The insurance required by 11.1.2.1 and 11.1.2.2 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>

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 –	Minimum Requirement
	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

## 11.1.2.4 BUILDER'S RISK PROPERTY INSURANCE

.1 If and only if the Contract Sum exceeds \$200,000 at the time of award, University will provide its standard builder's risk property insurance, subject to the deductibles, terms and conditions, exclusions, and limitations as contained in the provisions of the policy. A copy of the University's standard builder's risk property insurance policy is available at the University's Facility office. In addition, a summary of the provisions of the policy is included as an Exhibit to the Contract. Contractor agrees that the University's provision of its standard builder's risk property insurance policy meets the University's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide such insurance. The proceeds under such insurance policies taken out by University insuring the Work and materials will be payable to University and Contractor as their respective interests, from time to time, may appear. Contractor shall be responsible for the deductible amount in the event of a loss. In addition, nothing in this Article 11.2 shall be construed to relieve Contractor of full responsibility for loss of or damage to materials not incorporated in the Work, and for Contractor's tools and equipment used to perform the Work, whether on the Project site or elsewhere, or to relieve Contractor of its responsibilities referred to under this Article 11. Materials incorporated in the Work, as used in this Article 11.2, shall mean materials furnished while in transit to, stored at, or in permanent place at the Project site.

.2 Insurance policies referred to under this Article 11.2 shall:

.1 Include a provision that the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by Contractor.

.2 Include a waiver of subrogation against Contractor, its Subcontractors, its agents, and employees.

.3 Builder's risk insurance coverage under this Article 11.2 will expire as described in the builder's risk property insurance policy.

.4 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:

11.1.2.5 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 11.1.2.5 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.

**{#}. MODIFICATION OF ARTICLE 8 – CONTRACT TIME**

Rainy 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