**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): | FM44:4.6.3 | | | | | |
| 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) |  |  |  |  |
| 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. ***Item 2, Supplementary Conditions***

1. **Insert**Article 3.12.9 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**

**1. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – CONTRACTOR**

The following article is added to the General Conditions;

***(IF USING THE GORDIAN SYSTEM, INSERT THE FOLLOWING)***

3 .2.6 The University selected The Gordian Group’s (Gordian) Job Order Contracting System for this project. The Gordian JOC Solution® includes Gordian’s proprietary JOC software applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Schedule of Values, subcontractor lists, and other requirements specified by the University.

*(IF USING THE GORDIAN* ***CAMPUS FEE*** *VERSION)*

The Contractor shall be required to execute Gordian’s JOC System License.

*(IF USING THE GORDIAN* ***CONTRACTOR FEE*** *VERSION)*

The Contractor shall be required to execute Gordian’s JOC System License and Fee Agreement and pay a 1% JOC License Fee to obtain access to the Gordian JOC Solution. The Contractor License Fee is 1% of the Job Order Sum for every Job Order and shall be paid directly by the Contractor to The Gordian Group as set forth in 6.3.10 of the Supplementary Instructions to Bidders.

***(IF USING THE FOS CANON SYSTEM, INSERT THE FOLLOWING)***

3.2.6 The University selected Facility Optimization Solutions (FOS) of Cannon Design’s (Consultant) Job Order Contracting Solution for this project, which includes Consultant’s proprietary Simplebid™ JOC software applications (JOC Applications) and construction cost data (the Simplebid™ Book), which shall be used by the Contractor to prepare and submit Job Order Schedule of Values, subcontractor lists, and other requirements specified by the University. The Contractor shall be required to execute FOS of Cannon Design’s End-User License Agreement (EULA).

**2. MODIFICATION OF ARTICLE 3 – CONTRACTOR**

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

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

* + 1. **Environmental Product Declarations**

3.12.9.1 Contractor shall comply with California Public Contract Code Section 3500 et seq., the Buy Clean California Act (“BCCA”).

3.12.9.2 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.

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

3.12.9.4  Contractor 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.

3.12.9.5 Eligible Materials installed on the Project by Contractor 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.

3.12.9.6 Contractor 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. Contractor 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 Contractor’s failure to comply with the requirements of the BCCA or this Article.

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

**3. MODIFICATION OF ARTICLE 4 – ADMINISTRATION OF THE CONTRACT**

The following article is added to the General Conditions;

***(IF USING THE GORDIAN SYSTEM, INSERT THE FOLLOWING)***

4.2.6 Non Pre-Priced Work/Tasks are units of work not included in the Unit Price Book but within the general scope and intent of this contract. Such work requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain, and may be incorporated into the Unit Price Book if determined appropriate by the University at the base price determined in this Article. Non-Pre-priced work requirements shall be separately identified and submitted in the Job Order Schedule of Values. Information submitted in support of Non-Pre-Priced Work/Tasks shall include, but not be limited to, the following:

.1 Catalog cuts, complete specifications and technical data, drawings, including work unit content, work unit costs data, quality control and inspection requirements.

.2 Work schedule specific to the Non Pre-Priced Work/Task, this will include an update for other Job Order Work concurrently under construction and how these projects will affect the new Job Order Work.

.3 Pricing data submitted in support of Non Pre-Priced work units shall include a cost or price analysis report, establishing; the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by the University, costing data will be submitted demonstrating that the Contractor sought and received three quotes.

.4 The final price submitted for Non Pre-Priced Work/Tasks shall be based on the lowest of the three quotes according to the following formula:

For Non Pre-Priced Work/Tasks Performed with Contractor’s Own Forces:

A = Hourly Labor Rate (for Trades not in the Unit Price Book) x the Quantity required

B = Direct Material Costs (supported by three quotes)

C = Direct Equipment Costs (for Equipment not in the Unit Price Book) x the Quantity required

Total Cost of Non Pre-Priced Work/Task = (A + B + C) x Appropriate Working Hours Adjustment Factor.

For Non Pre-Priced Work/Tasks Performed by Subcontractors:

D = Lowest of three subcontractor Quotes

Total Cost for Non Pre-Priced Work/Tasks performed by Subcontractors = D x Appropriate Working Hours Adjustment Factor.

.5 Following approval by the University of a Non Pre-Priced Work/Task and Unit Price, the Non Pre-Priced Work/Task Unit Price will be entered into the computer data base.

.6 The total extended price for the Non Pre-Priced Work/Task will be determined by multiplying the Unit Price by the quantity required.

.7 After using a Non Pre-Priced item on three separate Job Orders, the University and Contractor will agree on the Unit Price for the work item which will be fixed as a permanent Pre-priced item which will no longer require price justification and the Unit Price will not include any markup which is included in the Adjustment Factor.

.8 Credits for Pre-priced and Non Pre-Priced Work/Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Schedule of Values.

.9 The University’s determination as to whether a task is a Pre-Priced Work/Task or a Non Pre-Priced Work/Task shall be final, binding and conclusive as to the Contractor.

***(IF USING THE FOS CANON SYSTEM, INSERT THE FOLLOWING)***

4.2.6 In addition to the Pre-Priced Work/Task and work unit requirements in the Technical Specifications and the Unit Price Book, the University may, from time to time, require Non Pre-Priced Work/Tasks not contained in these documents, but within the general scope of work of these documents. Unit prices for these Non Pre-Priced Work/Tasks will be incorporated in individual Work Orders and the Contractor shall accomplish those requirements with the same diligence as those work-units incorporated in this contract in the Unit Price Book and Technical Specifications. Unit prices for Non Pre-Priced Tasks will be priced using the Normal Working Hours or Other Than Normal Working Hours Adjustment Factor as defined per Work Order. The unit price for a Non Pre-Priced Work/Task shall be researched and generated by the JOC Consultant in the same manner, and using the same methodologies as a Pre-Priced Work/Task. The unit prices generated by the JOC Consultant for Non Pre-Priced Work/Tasks shall be binding on Contractor and University in the same manner as for Pre-Priced Work/Tasks. This newly priced Non Pre-Priced task shall immediately become part of the Unit Price Book and shall thereafter be treated as a Pre-Priced task for use in any work order. Further, once a Non Pre-Priced task is priced in the above manner on any other University JOC contract, that newly priced task shall immediately become part of the Unit Price Book and shall thereafter be treated as a Pre-Priced Work/Task for use in any work order under this Agreement.

**CCI FOR THIS CONTRACT**

{Insert name of city to be used for calculating CCI}

Following shall be added at the end of the article 4.5.3.2 in the General Conditions:

The closest published City for the modifying the Adjustment Factor at the beginning of any new Option Period will be { }.

**4. MODIFICATION OF ARTICLE 8 – CONTRACT TIME**

Adverse weather in excess of the following number of days will be granted a Job Order 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

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

1. 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 General Liability Insurance-Limits of Liability |  |
| Each Occurrence-Combined Single Limit for Bodily Injury and Property | $ AMOUNT |
| Products-Completed Operations Aggregate | $ AMOUNT |
| Personal and Advertising Injury | $ AMOUNT |
| General Aggregate | $ AMOUNT |
| 11.1.2.2 | Business Automobile Liability Insurance-Limits of Liability |  |
| Each Accident-Combined Single Limit for Bodily Injury and Property Damage | $ AMOUNT |
| 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  Each Accident  Policy Limit | $1,000,000  $1,000,000  $1,000,000 |

{SEE UC BUSINESS AND FINANCE BULLETIN BUS-63, AND FACILITIES MANUAL RD 1.3, FOR REQUIRED LIMITS OF INSURANCE; FACILITY SHALL OBTAIN ADVICE FROM THE CAMPUS RISK MANAGEMENT OFFICE IF MODIFYING LEVELS REQUIRED BY POLICY}

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

1. The following article is added to the General Conditions pursuant to Article 11.1.2:

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 Commercial Automobile Liability 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 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 Contractor 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, Contractor 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, Contractor 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, Contractor 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 Contractor's or applicable Subcontractor's Contractor's Pollution Liability, then the Contractor/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.

1. The following article is added to the General Conditions pursuant to Article 11.1.2:

11.1.2.5 The Contractor 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, either an endorsement for UAV Liability coverage to their Commercial General Liability insurance policy or separate Unmanned Aircraft System (UAS) insurance. Contractor 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).

Contractor 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 endorsement to the Commercial General Liability insurance policy, or the separate 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} |

If UAV Liability coverage is provided by endorsement to the Commercial General Liability insurance policy, either the “Aircraft” exclusion must be deleted from the Commercial General Liability insurance policy or an exception to the “Aircraft” exclusion must be provided by the insurance company.

If a separate UAS insurance policy is provided, such policy must include coverage for Bodily Injury (Liability), Property Damage (Liability) and Physical Damage to the UAV and support systems. Contractor 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 Contractor 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 Contractor 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.

**6. MODIFICATION OF ARTICLE 11 – PERFORMANCE BOND AND PAYMENT BOND**

**{OPTIONAL: REPLACE THE RELEVANT SECTIONS OF THE GENERAL CONDITIONS WITH THE FOLLOWING SECTIONS}**:

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.3 During the Base Term, the Payment Bond and Performance Bond shall each initially be in the amount of ${FILL IN AMOUNT AT LEAST ONE-HALF OF THE MAXIMUM CONTRACT VALUE FOR THE BASE TERM }. If the amount initially bonded is less than the full Maximum Contract Value for the Base Term, Contractor shall supplement said Performance Bond and Payment Bond, with the same surety company, so that the amount bonded equals the Maximum Contract Value for the Base Term, prior to the University approving a total dollar amount of Job Orders in excess of 90% of the bonding limit in effect at that time.

11.3.5 If the University elects to exercise its option for one or more Option Term(s), Contractor shall, prior to the University’s award of any Job Order Authorizations within the Option Term, provide additional Payment Bonds and Performance Bonds in the initial amount of $ {FILL IN AMOUNT AT LEAST ONE-HALF OF THE MAXIMUM CONTRACT VALUE FOR THE OPTION TERM} on the forms contained in the Exhibits. If the amount initially bonded is less than the full Maximum Contract Value for the Option Term, Contractor shall supplement said Performance Bond and Payment Bond, with the same surety company, so that the amount bonded equals the Maximum Contract Value for the Option Term, prior to the University approving a total dollar amount of Job Orders in excess of 90% of the bonding limit in effect at that time.

7. 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.