**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**

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| --- | --- |
| 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[I]: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) |  | CM at Risk UCIP(CM UCIP) |  |  |
| COMPLETED BY: | √  | Filling In | √ | Adding Text |  | No Data Required |
| ITS USE IS: | √  | Required |  | Optional |

**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. **Item 6 Sheltered Bidding** - Addition of optionalSheltered Informal or Negotiated Bidding. Add this if the contract is being issued as part of the Sheltered Bidding Program.

**Comments:**

**END OF COVERSHEET AND INSTRUCTIONS**

**SUPPLEMENTARY CONDITIONS**

**1.** **MODIFICATION OF GENERAL CONDITIONS ARTICLE 3 – PAYMENT**

Article 3 of the General Conditions is modified as follows:

University agrees to pay monthly to Contractor an amount equal to 95% of the sum of the following:

.1 Cost of the Work in permanent place as of the date of the Contractor’s Application For Payment.

.2 Plus cost of materials not yet incorporated in the Work, subject to limitations below.

.3 Less amounts previously paid.

University reserves the right to withhold payments for Defective Work, stop notices, third party claims, failure to pay Subcontractors or suppliers, damages, disputed amounts and amounts owing by Contractor to University, or as otherwise provided by the Contract Documents.

Subject to the foregoing, University will make payment within 20 days after receipt of an approved Application for Payment with supporting data required by University. **{OPTIONAL:}**

**2. MODIFICATION OF GENERAL CONDITIONS ARTICLE 8 – INSURANCE**

Article 8 of the General Conditions is modified as follows:

Contractor shall furnish and maintain insurance in the amounts below.

|  |  |
| --- | --- |
| The insurance required by paragraph 1 and 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 |
| 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 AggregateCommercial General Liability Insurance is subject to terms no less broad than the Insurance Services Office’s (ISO) form CG 0001 (2004 or later edition), or a substitute form providing coverage at least as broad as the ISO form specified, covering all Work done by or on behalf of Contractor and providing insurance for bodily injury, wrongful death, personal injury, property damage, and contractual liability. | $ AMOUNT |
| 2. | Business Automobile Liability Insurance-Limits of Liability |  |
| Each Accident-Combined Single Limit for Bodily Injury and Property DamageBusiness Automobile Liability Insurance is subject to terms no less broad than the Insurance Services Office’s (ISO) form CA 0001 (1990 or later edition), or a substitute form providing coverage at least as broad as the ISO form specified, covering owned, hired, leased, and non-owned automobiles used by or on behalf of Insured, and providing liability insurance for bodily injury and property damage arising from the use or operation of such auto(s) with a minimum combined single limit of not less than $1,000,000 per accident. | $ AMOUNT |
| The insurance required by paragraphs 1 and 2 shall provide as follows: The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, regardless of whether or not identified in the Contract Documents or to the Contractor in writing, will be included as additional insureds on the Contractor’s General Liability insurance for and relating to the Work to be performed by the Contractor and Subcontractors pursuant to additional insured endorsement at least as broad as the CG 20 10 07 04 in combination with the CG 20 37 07 04 (or earlier versions of CG 20 10 and CG 20 37 or Form B - CG 20 10 11 85 by itself), as published by Insurance Services Offices (ISO) and shall be included with Certificates of Insurance). This requirement shall not apply to Worker’s Compensation and Employer’s Liability insurance.  Worker’s 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 or Moody's); or  (ii) that are acceptable to the University.  Such insurance shall be written for not less than the following:  |
| 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 EmployeeEach AccidentPolicy Limit | $1,000,000$1,000,000$1,000,000 |

.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 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.

.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 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.

**3.** **MODIFICATION OF GENERAL CONDITIONS ARTICLE 9 – BENEFICIAL OCCUPANCY AND SUBSTANTIAL COMPLETION**

The following shall be added to Article 9 of the General Conditions:

 Contractor shall maintain one set of As-built drawings and specifications, which shall be kept up to date during the Work of the Contract. Prior to Final Completion each drawing and the specification cover shall be signed by Contractor and dated attesting to the completeness of the information noted therein. Contractor shall submit all guarantees and warranties procured by Contractor from Subcontractors, all operating manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents.

**4. PAYMENT BOND AND PERFORMANCE BOND**

For Contracts of $25,000 or more, Contractor shall furnish a Payment Bond in the amount of the Contract Sum.

For Contracts of $50,000 or more, Contractor shall also furnish a Performance Bond in the amount of the Contract Sum.

Each bond shall be effective as of the date of the Agreement, in the form of attached Exhibits, furnished by the University, and issued by a surety approved by University. Surety Companies used by Contractor shall be, on the date the Contract is signed by University, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).**{OPTIONAL: INSERT FOLLOWING LANGUAGE IF RETENTION IS TO BE WITHHELD. }**

 **{OPTIONAL** – THE FOLLOWING SHALL BE INSERTED FOR PROJECTS REQUIRING AS-BUILT DRAWINGS, SPECIFICATIONS, GAURANTEES AND WARRANTIES**}**

**5. 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.

**INSERT FOLLOWING LANGUAGE IF SHELTERED INFORMAL BIDDING IS BEING USED**

**6. SHELTERED INFORMAL OR NEGOTIATED BIDDING**

This contract is being administered under the University of California Sheltered Bidding program. All bidders for this work shall be Certified Small Business Enterprises or Certified Disabled Veteran Enterprise and must adhere to the requirement that minimum of 51% of the work under this contract be performed by either Certified Small Business Enterprises and/or Certified Disabled Veteran Enterprises.

END OF SUPPLEMENTARY CONDITIONS