**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 BuildUCIP(DBUCIP) | √ | Progressive Design Build |
| 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.

**Comments:**

None

# END OF COVERSHEET AND INSTRUCTIONS

**SUPPLEMENTARY CONDITIONS**

(Design Build Projects with UCIP)

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

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

|  |  |  |
| --- | --- | --- |
| {Name} |  | {License} |
| *(Name)* |  | *(License Number)* |

**2. MODIFICATIONS OF GENERAL CONDITIONS, ARTICLE 2 – UNIVERSITY**

 a. The following Subparagraph 2.1.2 is added to Article 2.1:

The University shall be responsible for payment of Division of State Architect (DSA) plan review fees.

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

1. The following sentence is added to Subparagraph 3.2.5:

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

1. The following sentence is added to Subparagraph 3.11.1.2:

A reasonable number of Construction Document Bid Packages shall be .

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

1. 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 the approved 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 approved 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.}

1. The following sentence is added to Subparagraph 3.2.11:

 Construction personnel shall conduct themselves in a professional and workmanlike manner at all times. The University may require the immediate removal and replacement of any employee of the Design Builder, any Subcontractor of any tier, or any supplier whose behavior is detrimental to the safety, security, or progress of the Work, or whose behavior is deemed to be unacceptable to the University. Unacceptable behavior may include, but is not limited to, any action intended to aggravate, harass, or annoy individuals; or any gesture, noise, speech or utterance that is lewd or indecent.

1. The following is added to subparagraph 3.11.3 [If establishing the GMP at the end of Phase 1]:

The GMP will be established at the conclusion of Phase 1: Schematic Design and Design Development according to Article 4.3 of the Agreement.

1. Delete the last sentence of subparagraph 3.11.4.2 and substitute the following [If establishing the GMP at the end of Phase 1]:

After review and approval of the CD package and the Design Builder’s Contract Schedule, the University may issue a Notice to Proceed for Phase 3: Construction. A reasonable number of Construction Document Bid Packages shall be {insert number of packages}.

**4. 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 UC **Facilities Manual**.

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

1. The following subparagraph 8.1.2 is added:

The Design Builder and its Subcontractors identified at the time of Proposal submittal shall participate in a mandatory preconstruction meeting conducted by the University’s Representative to discuss federal and state labor law requirements applicable to the Contract.

1. 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. 11.1.10.1 The insurance required by 11.1.2.1 (Commercial General Liability Insurance) and 11.1.2.2(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 11.1.2.3 (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 11.1.2.4 (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**}**

2. The following article is added to the General Conditions pursuant to Article 11.1.2.5:

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.

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

11.1.2.6 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]