



## DESIGN-BUILD SUPPLEMENTARY CONDITIONS

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

***[Instructions for Supplementary Conditions: Use the format and wording conventions for Supplementary Conditions exactly as they appear below. If you need to include additional modifications to the General Conditions consult with the Law Department. The Law Department must approve any additional modifications to the General Conditions. Be certain to remove this note before your final Contract Document is printed]***

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

***[Instruction for 2.03 A: Change to this section is not recommended, however, if the number of copies of Drawings and Specifications to be furnished to the Contractor exceeds one (1), insert the number. If not applicable, delete this SC. Be certain to remove this note before your final Contract Document is printed.]***

**SC-2.03 A.** Article 2, Paragraph 2.03, Copies of Documents, is amended by deleting Paragraph 2.03 A and replacing it with the following:

A. CITY shall furnish to DESIGN-BUILDER up to \_\_\_\_\_ ( ) copies of the Drawings and Specifications, including Addenda.

***[Instruction for 4.02 A: List drawings and/or reports including date issued, preparer, title and access location. Identify technical data contained in the drawings and/or reports as stated in 4.02 B. If there are no drawings or reports, utilize the alternate language below. Delete unnecessary language included. Be certain to remove this note before your final Contract Document is printed.]***

**SC-4.02** Article 4, Paragraph 4.02, Subsurface and Physical Conditions; Subparagraphs A and B are supplemented as follows:

In the preparation of the Contract Documents, the following reports of explorations and tests of subsurface conditions at or contiguous to the Site of the Work were utilized:

1. Report dated \_\_\_\_\_, prepared by \_\_\_\_\_; entitled \_\_\_\_\_, which may be reviewed at **[location]**. The technical data contained in such report upon which DESIGN-BUILDER may rely is \_\_\_\_\_.

In the preparation of the Contract Documents, the following drawings of physical conditions in or relating to existing surface or subsurface structures (except Underground Facilities) which are at or contiguous to the Site of the Work were utilized:

2. Drawings dated \_\_\_\_\_, prepared by \_\_\_\_\_; entitled \_\_\_\_\_, which may be reviewed at **[location]**. The technical data contained in such drawings upon which DESIGN-BUILDER may rely is \_\_\_\_\_.

**[OR]**

In the preparation of the Contract Documents, no reports of explorations and tests of subsurface conditions at or contiguous to the Site of the Work **[choose:]** were utilized **[or]** have been prepared.

In the preparation of the Contract Documents, no drawings of physical conditions in or relating to existing surface or subsurface structures which are at or contiguous to the Site of the Work **[choose:]** were utilized **[or]** are available.

**[Instruction for 4.06A:** List drawings and/or reports including date issued, preparer, title and access location. Identify technical data contained in the drawings and/or reports as stated in 4.06 B. If there are no reports or drawings, utilize the alternate language below. Delete unnecessary language included. **Be certain to remove this note before your final Contract Document is printed.]**

**SC-4.06** Article 4, Paragraph 4.06, Asbestos, Lead-Based Paint, PCBs, Petroleum Waste or Radioactive Material, Subparagraphs A and B are supplemented as follows:

In the preparation of the Contract Documents, the following reports and drawings relating to a Hazardous Environmental Condition identified at the Site of the Work were utilized:

1. Report dated \_\_\_\_\_, prepared by \_\_\_\_\_; entitled \_\_\_\_\_, which may be reviewed at **[location]**. The technical data contained in such report upon which DESIGN-BUILDER may rely is \_\_\_\_\_.
2. Drawings dated \_\_\_\_\_, prepared by \_\_\_\_\_; entitled \_\_\_\_\_, which may be reviewed at **[location]**. The technical data contained in such drawings upon which DESIGN-BUILDER may rely is \_\_\_\_\_.

**[OR]**

In the preparation of the Contract Documents, no reports of explorations and tests of any Hazardous Environmental Condition(s) at the Site of the Work **[choose:]** were utilized. **[or]** have been prepared.

**[Instruction for 5.01 A (below):** Indicate whether Performance and Maintenance and Payment Bonds must remain in effect longer than one (1) year; identify any other change in length of bond or additional bonding required. Unless the funding source for the project prevents the City from requiring bonds, do not eliminate this requirement or reduce the length of time below one (1) year without consulting with the Law Department and obtaining approval from the City's Risk Manager. If not applicable, delete this SC. **Be certain to remove this note before your final Contract Document is printed.]**

**SC- 5.01 A.** Article 5, Paragraph 5.01, Performance, Payment and Other Bonds, Subparagraph A, second sentence, is revised as follows:

These Bonds shall remain in effect at least until \_\_\_\_ ( ) **[years] [months]** after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. DESIGN-BUILDER shall furnish the following additional Bonds, which shall remain in effect as stated: \_\_\_\_\_."

**[Instruction for 5.03 A:** Time requirement for submission of Insurance Certificates may be changed if needed. **Be certain to remove this note before your final Contract Document is printed.]**

**SC-5.03 A.** Article 5, Paragraph 5.03 Certificates of Insurance, Subparagraph A is amended by adding the following Subparagraph 1:

1. DESIGN-BUILDER shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the

amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. DESIGN-BUILDER shall retain such evidence in its files and make available to CITY within ten (10) days after written request.

***[Instruction for 5.04 B.1: List any individuals or entities in addition to CITY, DESIGN PROFESSIONAL and Consultant(s) to be included as additional insureds. If not applicable, delete this SC. Be certain to remove this note before your final Contract Document is printed.]***

**SC-5.04 B.1.** Article 5, Paragraph 5.04, DESIGN-BUILDER's Liability Insurance, Subparagraph B.1 is amended as follows:

With respect to insurance required by Paragraphs 5.04 A.3 through 5.04 A.5, the following additional individuals or entities shall be listed as additional insureds:

***[Instruction for 5.04 C: Add listed policies of insurance and limits that apply. Adjust limits of insurance if needed. Delete policies of insurance and limits listed in this SC that do not apply. Number any new section(s). Be certain to remove this note and the instructions below before your final Contract Document is printed.]***

**SC-5.04 C.** Article 5, Paragraph 5.04, DESIGN-BUILDER's Liability Insurance, Subparagraph C is amended as follows:

The following additional policies of insurance are required:

***[Add listed policies of insurance and limits that apply.]***

5. Railroad Protective Liability Insurance. This insurance shall be issued in the name of the Railroad Company specified below and shall protect and defend the railroad against claims arising as a result of the operations of DESIGN-BUILDER. This insurance shall be acceptable to the railroad and shall be maintained in force throughout the period when DESIGN-BUILDER is working on or adjacent to property owned by the railroad. DESIGN-BUILDER shall not enter upon the Railroad Company's premises until this insurance is in effect. The aggregate liability limits per job site for bodily injury and property damage shall be not less than:

\$1,000,000 combined single limit for each occurrence

\$1,000,000 general aggregate

\$1,000,000 personal injury limit

***[Add name of railroad company as insured, if applicable.]***

Railroad Protective Liability Insurance shall be issued in the name of the following railroad(s): \_\_\_\_\_.

6. Environmental Liability Insurance. This insurance shall protect DESIGN-BUILDER, and CITY, DESIGN PROFESSIONAL and Consultants as additional insureds, against claims for injuries to members of the public and damage to the property of others resulting from environmental impairment. The liability limits of the environmental policy shall not be less than \$2,000,000.

7. Asbestos Liability Insurance. This insurance shall be an "occurrence" policy and shall protect DESIGN-BUILDER, and CITY, DESIGN PROFESSIONAL and Consultants as additional insureds, against all claims arising from bodily injury, sickness, disease or death of any person other than the DESIGN-BUILDER's employees arising out of any act related to asbestos abatement work. The liability limits for bodily injury and property damage shall be not less than:

\$1,000,000 each occurrence

\$2,000,000 general aggregate.

If DESIGN-BUILDER provides Environmental or Asbestos Liability Insurance through a Subcontractor, DESIGN-BUILDER shall contractually require the Subcontractor to include CITY as additional insured in the Subcontractor's policy. DESIGN-BUILDER shall deliver to CITY, prior to the start of any Work at the Project Site, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to CITY. DESIGN-BUILDER shall contractually require its Subcontractor to defend, indemnify and hold harmless CITY from and against all Claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Subcontractor or Subcontractor's agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. DESIGN-BUILDER must provide evidence that this requirement has been complied in accordance with the provisions of Paragraphs 6.01 B and 6.06 G.

8. Long-Shoremen's Insurance.

***[Instruction for 5.06 A: Indicate if property insurance coverage on the Work at the Site does not need to be provided by DESIGN-BUILDER. NOTE: See General Conditions Paragraphs 5.10 regarding partial utilization and 14.02 regarding payment for stored materials when considering Property Insurance requirements. If DESIGN-BUILDER is required to provide Property Insurance, the deductible amount may be adjusted. Consult the Risk Manager. Delete unnecessary language. Be certain to remove this note before your final Contract Document is printed.]***

**SC-5.06 A.** Article 5, Paragraph 5.06, Property Insurance, is amended by deleting Subparagraph A and inserting the following:

A. DESIGN-BUILDER shall not be required to purchase and maintain property insurance on the Work at the Site.

***[OR]***

**SC-5.06 A.** Article 5, Paragraph 5.06, Property Insurance, Paragraph A, is amended by adding the following after the first sentence:

Property Insurance on the Work at the Site shall be written with a deductible amount not to exceed \$10,000.00.

***[Instruction for 6.01 D This paragraph is only applicable to contracts involving specific project schedule requirements. Be certain to remove this note before your final Contract Document is printed.]***

**SC-6.01 D.** Article 6, Design-Builder's Services and Responsibilities, is amended by adding the following to Paragraph D:

D. Additional Requirements.

***[Add any specific schedule requirements - suggestions follow.]***

***[Instruction for 6.04: This paragraph is only applicable to contracts involving specific performance standard requirements. Be certain to remove this note before your final Contract Document is printed.]***

**SC-6.04** Article 6, Standard of Care for Professional Design Services, Paragraph 6.04, is amended by adding the following Paragraph 6.04 B:

B Performance Standard Requirements

***[Enumerate all applicable standard requirements for the project]***

***[Instruction for 6.07: List the number of copies of approved Construction Documents to be submitted to the City. Be certain to remove this note before your final Contract Document is printed.]***

**SC-6.07. D.** Article 6.07, Detailed Design Services, Paragraph 6.07.D, is amended by adding the following:

Design-Builder shall furnish to City \_\_\_\_\_ ( ) copies of the approved Construction Documents prior to commencement of construction. Additional copies will be furnished, upon request, at the cost of reproduction.

***[Instruction for 6.08 Q: The following paragraph should be included for projects being processed in e-Builder. Delete this SC in its entirety if it is not applicable. Be certain to remove this note before your final Contract Document is printed.]***

Article 6, Paragraph 6.08, Legal Requirements, is amended by adding the following new Subparagraph 6.10 Q:

Contract Information Management System. Design-Builder shall comply with City's Contract Information Management System requirements. Design-Builder shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Design-Builder shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

***[Instruction for 6.09: Identify pre-paid permit fees. If not applicable, delete this SC. Be certain to remove this note before your final Contract Document is printed.]***

**SC-6.09.** Article 6, Government Approvals and Permits, Subparagraph 6.09. is amended by adding the following:

6.09.A Design-Builder does not need to obtain and pay for the following construction permits and licenses, which have been paid for by City:

***[Example - Use the following language if City is paying for the building permit.]***

Permit. City will only pay the City's Codes Administration required building permit. All other permits and inspection fees required by City's Codes Administration Department and other City Departments or other governmental and non-governmental agencies having jurisdiction over the project shall be at DESIGN-BUILDER's expense.

***[OR]***

Plan Review Fees. City will only pay City's Codes Administration Plan Review Fees. A fee of one-half of the permit cost is required when the total project valuation exceeds \$100,000.00. This plan review fee shall be rounded up to the next higher dollar. Plan review fees are due at the time plans are submitted for plan review. All other permits and inspection fees required by City's Codes Administration Department and other City Departments or other governmental and non-governmental agencies having jurisdiction over the project shall be at DESIGN-BUILDER's expense.

**SC-6.10.** Article 6., Construction Phase Services, shall be amended by adding the following Paragraph 6.10. 5:

The Design-Builder, subcontractors (all tiers), and suppliers shall furnish sufficient forces, construction plant, and equipment, and shall work such hours as may be required to insure the prosecution of the Work in accordance with the time periods specified in the Contract Documents. If in the opinion of the City, the Design-Builder falls behind the Construction Progress Schedule, the Design-Builder shall take such steps as may be necessary to improve the progress. The City may require the Design-Builder to submit a recovery plan which may include an increase in the number of shifts, and/or overtime operations, and days of work including holidays, Saturdays, and Sundays, all without additional costs to the City.

**SC-6.10.E.3** Article 6, Construction Phase Services, shall be amended by adding the following Paragraph 6.10.E.3:

During the term of this Contract at City's option, Design-Builder shall incorporate into the Work the services of City's designated artist as a Subcontractor to perform specified artwork associated with the Work. By Change Order, Design-Builder and its Surety shall include City's artist as a Subcontractor, shall extend the scope and amount of the Payment and Performance and Maintenance Bonds, and general liability, automobile liability and workers' compensation insurance to cover City's artist in connection with the Project, and shall incorporate the City's contract requirements specific to the artist.

**[Instruction for 6.10.E.:** List all other DESIGN-BUILDERS on the Site, with appropriate information, including authority and responsibility for coordination of activities. If not applicable, delete this SC. **Be certain to remove this note before your final Contract Document is printed.]**

**SC-6.10.E** Article 6, Construction Phase Services, shall be amended by adding the following Paragraphs:

6.10.E.1 It is anticipated that work under separate contracts will be performed at the Site, concurrent with the Work to be performed pursuant to these Contract Documents. The City will have authority and responsibility for coordination of the activities among these DESIGN-BUILDERS performing work at the Site.

Design-Builder and Design-Builder's employees shall confine their activities to the areas assigned except for the necessary Work connected with this Contract. In the event of conflicting interests not immediately resolved between two or more contractors, the decisions of the City will be final.

**[Option - Enumerate Contracts to be coordinated]**

**[OR]**

**[Instruction:** If this option is selected, contracts to be coordinated must include language advising the Contractor(s) of the Design-Builder's authority and responsibility for coordination.]

6.10.E.1 It is anticipated that work under separate contracts will be performed at the Site, concurrent with the Work to be performed pursuant to these Contract Documents. The Design-Builder will have authority and responsibility for coordination of the activities among the various contractors performing work at the Site.

Design-Builder and Design-Builder's employees shall confine their activities to the areas assigned except for the necessary Work connected with this Contract. In the event of conflicting interests not immediately resolved between two or more contractors, the decisions of the Design-Builder will be final.

**[Option - Enumerate Contracts to be coordinated]**

**[Instruction:** The following is suggested language to describe the specific matters and extent of the authority of the Coordinating Entity. Modify or supplement the language as appropriate to the specific situation. **Be certain to remove this note before your final Contract Document is printed.]**

6.10.E.3. The City **[OR]** Design-Builder shall coordinate the scheduling of work between this Contract and other concurrent contracts so that interference with the use of existing facilities and public works and conflicts with interfacing work will be minimized. Particular attention shall be paid to maintaining suitable traffic patterns and adequate access to the existing facilities.

6.10.E.4. Whenever construction activities conflict with the use of existing facilities and public works, **[choose the appropriate person, e.g. the Director, the facility manager, etc.]** \_\_\_\_\_ shall decide which activity shall be given priority. The \_\_\_\_\_ **[entity identified in 6.10.E.1 as having coordination responsibility]**

shall be responsible for coordinating work by its own forces, by other contractors and by all subcontractors with work by the operating staff of the existing facility. The \_\_\_\_\_ shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such control as may be specifically reserved to City or others. The \_\_\_\_\_ has the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all person on the Site (except City's employees or representatives) to observe the same regulations as the \_\_\_\_\_ requires of its own employees.

6.10.E.5. **[Insert if Design-Builder is not the entity identified in 6.10.E.1 as having coordination responsibility.]** Design-Builder will be expected to cooperate with the \_\_\_\_\_ **[entity identified in 6.10.E.1 as having coordination responsibility]** and to schedule activities at the Site in a manner that will not result in delay or expense to City or other contractors.

6.10.E.6. Design-Builder's and Contractor's employees shall confine their activities to the areas assigned except for the necessary Work connected with this Contract. In the event of conflicting interests not immediately resolved between two or more contractors,, the decisions of the \_\_\_\_\_ **[entity identified in 6.10.E.1 as having coordination responsibility]** will be final.

**SC-6.10.G.4** Article 6, Construction Phase Services, shall be amended by adding the following Paragraph 6.10.G.4

Following the Effective Date of the Contract, City will assign all or part of the listed procurement contract(s) to Design-Builder. Subject to acceptance by Design-Builder, all duties, responsibilities and obligations of City for the assigned contract(s), or parts thereof, will be assumed by Design-Builder.

Contract

Description

**[Instruction for 6.10.L.4: Additional requirements for cleaning, particularly for buildings, may be imposed as follows. Modify language as necessary. If not applicable, delete this SC. Be certain to remove this note before your final Contract Document is printed.]**

**SC-6.10.L.4** Article 6, Construction Phase Services, shall be amended by adding the following Paragraph 6.10.L.4:

Prior to Substantial Completion, Design-Builder shall complete cleaning to include (i) remove temporary protective coatings, barriers, and labels not required to remain; (ii) clean finishes free of dust, stains, films, and other foreign substances; (iii) clean and polish transparent materials, including mirrors, polished metal, and interior and exterior glass; (iv) vacuum clean carpet and similar soft surfaces; (v) sweep and damp mop resilient and hard floor surfaces, including exposed concrete floors; (vi) wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and other similar equipment and remove excess lubrication and other substances; (vii) clean permanent filters of ventilating equipment and replace disposable filters; (viii) Clean ducts, blowers, and coils when units have been operated during construction; (ix) clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure; (x) clean light fixtures and lamps to achieve full function efficiency; (xi) clean waste and debris from service areas, roofs, downspouts, drainage systems, areaways, plenums, shafts, equipment vaults, manholes, and other areas; (xii) clean and sweep exterior paving and walks, removing stains, spills, and foreign substances; (xiii) rake clean landscaped areas; (xiv) remove waste and surplus materials, rubbish, and construction facilities from Site; and (xv) maintain work in clean condition until City certifies Substantial Completion.

***[Instruction for 6.12: Additional requirements may be included relating to Warranties. Sample language, modify as necessary. If not applicable, delete this SC. Be certain to remove this note before your final Contract Document is printed.]***

**SC-6.12.A.** Article 6, Construction Phase Services, shall be amended by adding the following Paragraph 6.12:

- a. DESIGN- BUILDER shall submit 3 sets of required Warranty data bound into 11-1/2 inch by 11-1/2 inch 3 D-side ring expansion plastic binders.
  - a.1. Binder covers shall have printed title "WARRANTIES", Project identification, and subject matter on cover and exterior edge of binder.
  - a.2. DESIGN-BUILDER shall provide a table of contents for each volume, with each Product or piece of equipment identified, typed on 24 pound white paper.
  - a.3. DESIGN-BUILDER shall provide a directory with list names, addresses, and telephone numbers of Design-Build Team, Architect, Architect's consultants, contractor,, all tier subcontractors, and product and equipment supplier.
  - a.4. DESIGN-BUILDER shall arrange Warranties by system.

***[Instruction for 6.12.A.: Additional requirements may be included relating to Operating and Maintenance Manuals. Sample language, modify as necessary. If not applicable, delete this SC. Be certain to remove this note before your final Contract Document is printed.]***

**SC-6.12.A.** Article 6, Construction Phase Services, shall be amended by adding the following Paragraph 6.12.A:

- 6.12.A.2. Operating and Maintenance Manuals shall consist of three (3) sets of required data bound into 11-1/2 inch by 11-1/2 inch 3 D-side ring expansion plastic binders
  - b1. Binder covers shall have printed title "OPERATING AND MAINTENANCE MANUALS", Project identification, and subject matter on cover and exterior edge of binder.
  - b.2. When multiple binders are used, correlate data into related consistent groupings.
  - b.3. Internally subdivide binder contents with permanent page dividers, logically organized as described below, with tab titling clearly typed under reinforced laminated plastic tabs.
  - b.4. Provide a table of contents for each volume, with each Product or system description identified, typed on 24 pound white paper.
  - b5. Provide a directory with list names, addresses, and telephone numbers of Design-Build Team, Architect, Architect's consultants, contractor, all tier subcontractors, and product and equipment supplier.
  - b.6. Provide operation and maintenance instructions by system. For each category, identify (i) names, addresses, and telephone numbers of subcontractors, sub-subcontractor, and supplier; (ii) source of maintenance and repair parts; (iii) significant design criteria; (iv) list of equipment; (v) list for each components parts; (vi) operating instructions for equipment and systems; (vii) maintenance instructions for equipment and systems; and (viii) maintenance instructions for special finishes, including recommended cleaning methods for materials, special precautions, and identifying detrimental cleaning agents.
  - b.7. Provide documents and certificates including (i) product data and shop drawings; (ii) certificates; and (iii) photocopies of warranties.
  - b.8. Provide one (1) set of required data on compact disk in Adobe Acrobat PDF format.



**[Instruction for 6.13.B:** *If the contract includes installation of new equipment, systems, etc. which requires training or assistance for City personnel, include language stating specific training requirements. Sample language, modify as necessary. If not applicable, delete this SC. Be certain to remove this note before your final Contract Document is printed.]*

**SC-6.13.B** Article 6, Construction Phase Services, shall be amended by adding the following Paragraph:

a. DESIGN-BUILDER shall engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain control systems and components.

.1. Train City's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining equipment and schedules.

.2 Provide operator training on data display, alarm and status descriptors, requesting data, executing commands, calibrating and adjusting devices, resetting default values, troubleshooting, field device locations and operation, workstation and peripherals, graphic generation, field panel programming, and requesting logs.

.2.a. Include a minimum of 40 hours dedicated instructor time on-site between the hours of 8 a.m. to 5 p.m. weekdays only.

.b. Schedule training with City, with at least seven days' advance notice.

c.3. Provide a training manual to each attendee.

.c.4. Provide one VHS format video taping of one complete training session.

.3. Within one year of date of Substantial Completion, provide up to three site visits, when requested by City, to adjust and calibrate components and to assist City's personnel in making program changes and in adjusting sensors and controls to suit actual conditions.

## **6.19. Work Which Includes One Percent for Art Projects**

[Instruction for 6.19: If a construction project will include One Percent for Art components, additional provisions may be required in the Contract Documents. For those projects which will include art, several possibilities can arise, including:

1. The art may be a work that is fabricated off Site by the artist such as a framed painting or other movable item which is installed inside or outside the structure by OWNER or DESIGN-BUILDER or by the artist.

2. The art may be work that is incorporated into the structure by DESIGN-BUILDER or artist such as a mural painted on a wall or a mosaic or some other art that is actually fabricated or created on the Site.

If the art is fabricated off Site and can be installed by OWNER after the structure is completed, then the Contract may not require a Supplementary Condition. If the art will be fabricated or created on the Site, then the art is considered a public improvement which invokes other statutory, charter, ordinance and risk considerations, which may include Payment Bonds for the amount of the art, prevailing wage requirements as applicable to the art, Performance Bonds, MBE/WBE requirements, Buy American policy, general liability insurance, auto insurance, and workers' compensation insurance. In particular, because many artists are not able to obtain Payment or Performance Bonds because of the nature of their work and because the bonding and insurance industry generally does not have a satisfactory method to serve this need, it may be necessary to either redefine the scope of the artist's work so that it is done off

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Site, or if not possible, to weave the artist's work into the Contract so that the bonding and insurance for the DESIGN-BUILDER can be extended to cover the artist. The following language is suggested, however, each instance should be reviewed and approved by the Law Department before either the art contract or the construction contract are developed. If not applicable, delete this SC. Be certain to remove this note before your final Contract Document is printed.]

A. During the term of this Contract at CITY's option, DESIGN-BUILDER shall incorporate into the Work the services of CITY's designated artist as a Subcontractor to perform specified artwork associated with the Work. By Change Order, DESIGN-BUILDER and its Surety shall include CITY's artist as a Subcontractor, shall extend the scope and amount of the Payment and Performance and Maintenance Bonds, and general liability, automobile liability and workers' compensation insurance to cover CITY's artist in connection with the Project, and shall incorporate the CITY's contract requirements specific to the artist.

***[If the project sight is known to have a hazardous enviromental condition use the following supplemental condition]***

**SC-8.02.**, Article 8, City's Responsibilities, is amended by adding Paragraph 8.02.A as follows:

In the preparation of the Contract Documents, the following reports and drawings relating to a Hazardous Environmental Condition identified at the Site of the Work were utilized:

a. The following information is provided for Design-Builder's information and use:

Drawings dated \_\_\_\_\_, prepared by \_\_\_\_\_; entitled \_\_\_\_\_, which may be reviewed at ***[location]***.

***[Enumerate all surveys, easements, legal descriptions, etc. that are available to the Design-Builder.]***

**SC-8.02.**, Article 8, City's Services and Responsibilities, is deleted and replaced with the following paragraph:

8.02.A. Due to the unavailability of current survey information, the successful bidder is required to provide survey information.

**SC-8.02.A.3**, Article 8, City's Services and Responsibilities, is deleted and replaced with the following paragraph:

8.02.A.3. Due to the unavailability of accurate legal description information, the successful bidder is required to provide said legal description information.

**SC-11.01** Article 11, Paragraph 11.01, Time of the Essence is amended by adding the following new Subparagraphs immediately following Subparagraph 11.01 A:

**B. Starting and Completion**

1. The Work to be performed under this Contract shall begin on the date specified in the written Notice to Proceed issued by the Director of \_\_\_\_\_, and the Work shall be substantially complete, in accordance with Paragraph 1.05, on or before (date) ***[or]*** within \_\_\_\_\_ Calendar Days thereafter. Once the Work starts, DESIGN-BUILDER shall continuously pursue completion of the Work.

2. The Work shall be completed and ready for final payment in accordance with Paragraph 13.06 on or before (date) ***[or]*** within \_\_\_\_\_ Calendar Days after the date of Substantial Completion of the Work.

***[Instruction for 11.06: Do not include both types of damages clauses. Consult with the Law Department before choosing the type of damages provision that will be included in the Contract.***

**C. Liquidated Damages**

1. If the Work is not substantially completed, in accordance with Paragraph 13.05, on or before (date) **[or]** within the period stated in Paragraph 11.01 B.1], DESIGN-BUILDER shall pay liquidated damages to CITY in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for each Calendar Day until the Work is substantially complete. The amount of liquidated damages shall be deducted from any payments due or to become due DESIGN-BUILDER.

2. If the Work is not completed and ready for final payment in accordance with Paragraph 13.05, within the period stated in Paragraph 11.01 B.2, DESIGN-BUILDER shall pay liquidated damages to CITY in the amount of **[Choose appropriate liquidated damages amount]** \_\_\_\_\_ (\$ \_\_\_\_\_) for each Calendar Day until the Work is completed and ready for final payment. The amount of liquidated damages shall be deducted from any payments due or to become due DESIGN-BUILDER.

**[OR]**

### C. Actual Damages.

If the Work is not completed within the Contract Times and, as a direct result, CITY incurs additional costs or loses revenues, then the amount of such additional costs and lost revenues, including but not limited to, costs for the completion, correction, replacement, or repair of the Work, lost rental income, costs of relocating tenants, costs of lease replacement or extension, any interest charges, fines or penalties imposed, and/or additional staff costs for administration, including legal costs, will be aggregated and assessed against DESIGN-BUILDER. These and other such costs will compound and accrue until the completion of the Work and acceptance of the Work by CITY. DESIGN-BUILDER shall pay actual damages to CITY in the amount of those additional costs and lost revenues.

**[Instruction for 13.01:** *Include any specific instructions to the Design-Builder regarding submission of the Schedule of Values. If not applicable, delete. Be certain to remove this note before your final Contract Document is printed.]*

**SC-13.01A:** Article 13, Payment, is revised by adding the following Paragraphs to 13.01, Schedule of Values:

- .1 Design-Builder will submit **[number]** copies of the Schedule of Values using City Form 02190.02.
- .2 Include separate line items for (i) Bonds and (ii) Insurance.
- .3 Dollar amounts shall include material, labor, overhead, and profit applicable to each individual item indicated.
- .6 Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

**[Instruction for 13.02:** *City standard retainage is 10%. Include the following retainage language and amend as required for projects funded in whole or in part by Federal funds or innovative financing as specified in the Federal requirements. Revise remaining information below to suit the Project. If not applicable, delete. Be certain to remove this note before your final Contract Document is printed.]*

**SC- 13.02.** Article 13, Payment, is revised by adding the following to Paragraphs as follows:

13.02.D. City shall make payments to Design-Builder monthly on or about the \_\_\_\_\_ day of each month. Payments to Design-Builder will be made on the basis of ninety-five percent (95%) of the value of the Work satisfactorily completed plus ninety-five percent (95%) of the value of properly stored and insured, unused materials on hand on the Site

of the Work. City shall retain five percent (5%) of each partial payment until completion and acceptance of the Work covered by the Contract and final payment is due. All Work covered by a payment becomes City's property, provided that the Work paid for remains the sole responsibility of Design-Builder until all terms and conditions of the Contract have been met.

13.02.E. Design-Builder shall submit **[number]** copies of the Application for Payment, in typewritten form, using City Form 01290.01 and accompanied by Schedule of Values, Form 01290.02, as well as any other supporting documents required by the Contract.

.1 Using the approved Schedule of Values, indicate dollar value in each column of each line item for portion of Work completed through the last day of the application period. Round off dollar values to the nearest dollar. Complete every entry on the form including the MBE/WBE dollar amounts and percentages.

.2 Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.

.3 Change Orders: Indicate each authorized Change Order as separate items on continuation sheet. List by Change Order Number and indicate dollar value breakdown of each Change Order.

.4 Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

13.02.F In addition to the requirements of Paragraph 13.02.E, Design-Builder shall submit the following with each Application for Payment.

.1 Updated Construction Progress Schedule.

.2 Construction Progress Photos on compact disc; Jpg files. **[Four]** **<Insert number>** **[black-and-white]** **[color]** photographs coinciding with cutoff date associated with each Application for Payment. Photographer shall select vantage points to best show status of construction and progress since last photographs were taken.

.1 Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

.2 Photographs shall be **[Medium-format, 2-1/4 by 2-3/4 inches (60 by 70 mm)]**.

SC- 13.06. Article 13, Payment, is revised by adding the following to Paragraphs as follows:

13.06.B. Final Payment Application: In addition to other Application for Payment requirements, the Final Payment Application must be accompanied by Form 01290.14 Contractor Affidavit for Final Payment and Form 01290.15 Subcontractor Affidavit for Final Payment for each subcontractor regardless of tier.

***[Instruction for 13.05.: For applicable projects it may help to avoid disputes between OWNER and CONTRACTOR if it is stated that certain specific items of the Work either must be, or need not be, fully completed at the time of Substantial Completion. This may be accomplished by adding language to list certain principal items that must be ready for continuous service by City, or to list such items as fencing, landscaping, or signing, the completion of which may not be a requirement for Substantial Completion. Be certain to remove this note before your final Contract Document is printed.]***

**SC- 13.05.B.** Article 13, Payment, Paragraph 13.05., Substantial Completion, is supplemented as follows:

13.05.B.1 To be considered substantially complete, the following items of the Work must be operational and ready for City's continuous use as intended: ***[list – see examples below]***

- (i) All elements of the Work are complete and operational, ready for Owner's continuous occupancy and use as intended.
- (ii) A list of deficiencies has been completed by the Contractor and accepted by the Program Manager.
- (iii) Testing and balancing are complete.
- (iv) A Temporary Certificate of Occupancy is secured.
- (v) All life safety systems, including but not limited to fire protection, are fully operational and tested.
- (vi) The Owner has been instructed in the use and operation of systems serving the space.
- (vii) Contractor's access to areas accepted as Substantially Complete shall be limited to hours between 11:00 pm and 5:00 am, or, with the concurrence of the Owner, other times outside normal hours of operation or use of the space.

Items of the Work not essential to City's operation, which may be completed without after the Work is accepted as Substantially Complete, and may include the following: minor damage to finishes, including.

Items of the Work not essential to plant operation, which may be completed without interruption of plant operation, may be completed after the Work is accepted as substantially complete, and may include the following: ***[list – see examples below]***.

- (i) minor adjustment of hardware,
- (ii) replacement of damaged ceiling panels,
- (iii) similar minor adjustments or replacements

City shall also allow Design-Builder reasonable access to complete items listed in Paragraph 13.05 A which may be completed after the Work is accepted. ***[Instruction for 14.01: The following Paragraph should, in all instances, be added as a Supplementary Condition. Be certain to remove this note before your final Contract Document is printed.]***

**14.02.E If CITY must complete the Work, all costs and charges incurred by CITY, together with the cost of completing the Work under the Contract, will be deducted from any monies due or which may become due DESIGN-BUILDER. If such expense exceeds the sum which would have been payable under the Contract, then DESIGN-BUILDER and the surety shall be liable and shall pay to CITY the amount of such access.**

**SC-16. Article 16, Miscellaneous, is amended by adding the following Paragraph(s) immediately following Paragraph 16.05:**

***[Instruction for SC 16.06, etc.: If the Contract requires that miscellaneous subjects not within the existing seventeen (16) Articles of the G***

**16.06 (title)**

***[Instruction for SC 17.01, etc.: If the Contract requires that a subject not within the existing sixteen (16) articles of the General Conditions need be addressed, and is not an individual item which may be included within Article 17, add additional articles and sections as applicable. If not applicable, delete this SC. Be certain to remove this note before your final Contract Document is printed.]***

SC-18.\_\_\_\_ The General Conditions are amended by adding the following Article(s):

**ARTICLE 18 (title)**