



SUPPLEMENTAL GENERAL CONDITIONS

January, 2014

These Supplemental General Conditions are to modify, supplement, void, supersede and amend The University of Michigan Standard General Conditions (1/98). Where any item is modified, amended, voided or superseded, the provisions of such item not so specifically modified, amended, voided or superseded shall remain in effect.

Wherever the General Conditions are mentioned in the Contract Documents, the term shall be deemed to include the Standard General Conditions and the Supplemental General Conditions.

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NOTE: The following documents are hereby incorporated by reference and are available online at:

<http://www.umaec.umich.edu/for-vendors/project-documents/bid-resources/>

Title

CONTRACT CLOSEOUT / FINAL PAYMENT CHECKLIST
 LABOR RATE CALCULATION SHEET
 CONSTRUCTION SAFETY REQUIREMENTS

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ARTICLE 1: DEFINITIONS

REMOVE ARTICLE 1z AND REPLACE WITH THE FOLLOWING:

- z. Supplemental General Conditions and Special Conditions: Those portions of the Contract Documents consisting of modifications, amendments, deletions or substitutions to the Standard General Conditions. Supplemental General Conditions apply to all projects. Special Conditions, if present in the Contract Documents, contain information that are project-specific and supplement both the Standard and Supplemental General Conditions.

ARTICLE 2: INTENT AND USE OF THE CONTRACT DOCUMENTS

REMOVE ARTICLE 2b AND REPLACE WITH THE FOLLOWING:

- b. The intent of the Contract Documents is to include everything necessary for the proper execution and completion of the Work. These documents are complementary, and what is required by one shall be as binding as if required by all. Work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both. Nothing in this Article 2, however, shall relieve the Contractor of any of its obligations under the Contract Documents. Other conflicts between or among the Contract Documents shall be resolved under the following rules of construction:

- (b-1) The specific shall govern over the general.
- (b-2) Specified dimensions shown on the Drawings shall govern, even though they may differ from dimensions scaled on the Drawings, if any.
- (b-3) Drawings of larger scale shall govern over those of smaller scale; any special Drawing details shall govern over standard detail.
- (b-4) Specifications shall govern over Drawings in matters of material or equipment specified. Drawings shall govern over Specifications in matters of construction or installation detail.
- (b-5) Documents of later date shall always govern.

ARTICLE 3: ROUTINE OF BUSINESS

ADD ARTICLE 3f:

- f. The Contractor shall conduct project progress meetings no less frequently than biweekly. The purpose of these meetings will be to update the Owner and A/E Representative on project safety and project execution.

REMOVE ARTICLE 9 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

ARTICLE 9: OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

- a. The Drawings, Specifications, and other documents and all data used in compiling, and the results of, any tests, surveys or inspections at the Project Site, as well as all photographs, drawings, specifications,

schedules, data processing output, computer-aided design/drafting (CADD) system disks/tapes, computations, studies, audits, reports, models and other items of like kind, and all intellectual property, prepared or created for or in connection with the Project and required to be left at the Project Site, regardless of whether they were prepared by the Owner, the Contractor, or a third party, belong to the Owner. The Contractor may retain one Contract record set. All copies of them, except Contractor's record set, shall be returned or suitably accounted for upon completion of the Work. They are for use solely with respect to the Project. The Contractor shall not, without the prior written consent of the Owner, use or permit anyone to use any Drawings, Specifications, or other documents prepared for or in connection with the Project, or any concepts or ideas developed in connection with the Project, for any purpose other than the Project. The Owner shall at all times have access to and control over the disposition of any Drawings, Specifications, and other documents pertaining to the Project.

- b. The Contractor shall not knowingly or negligently communicate or disclose at any time to any person any information concerning the Work or the Project, except: (i) with prior written consent of the Owner, (ii) information which has become part of the public domain prior to the date of the Agreement, (iii) information which becomes part of the public domain by means other than an unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any Applicable Law or to its professional advisors or lender (all of whom shall be required to maintain such information in confidence).
- c. The Contractor shall promptly upon the request of the Owner return and surrender to the Owner the original or legible copies of any materials, records, notices, memoranda, recordings, Drawings, Specifications and mock-ups and any other documents furnished by the Owner to the Contractor.
- d. The Contractor shall maintain, and shall cause all of its Subcontractors and Sub-subcontractors to maintain, during and after the term of the Agreement, the confidentiality of all trade secrets, know-how, confidential data or other proprietary information of the Owner when designated as such and shall not use such information for any purpose whatsoever except for uses permitted by Article 9a hereof.
- e. The Contractor shall not identify, either expressly or by implication, the Owner, or its corporate affiliates, or use any of their trademarks, trade names, service marks, other proprietary marks, or reference the Work performed under the Agreement, in any advertising, press releases, publicity matters, or other promotional materials without the Owner's prior written permission.
- f. The Contractor shall not, without the express written consent of the Owner, discuss the Work or any part thereof with persons under circumstances in which such communications can reasonably be expected to be published in newspapers, magazines or trade journals or broadcast on radio or television. This restriction shall not apply to statements consistent with a crisis management plan development and agreed to by both parties with respect to the Work. This restriction also shall not apply to any fair response by the Contractor to publicity released by the Owner that is detrimental to the reputation of the Contractor. Any such contact shall be referred to the Owner for response. Further, without the Owner's consent, the Contractor shall not participate in professional or trade seminars or publish or submit articles for publication, the subject of which is, in whole or in part, the Work. Any such proposed article or

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publication shall be submitted to the Owner for review and approval, which shall not be unreasonably withheld.

- g. The Contractor shall not, without the express written consent of the Owner, allow access to, or conduct tours of the Project to individuals that do not have direct roles in contributing to the completion of the Work.
- h. The Contractor shall cause all of its Subcontractors and Sub-subcontractors to specifically acknowledge that the provisions of this Article 9 are binding upon them.

ARTICLE 10: TEMPORARY UTILITIES; MATERIALS; QUALITY CONTROL; EMPLOYEES; ALLOCATION OF WORK

REMOVE ARTICLE 10a AND REPLACE WITH THE FOLLOWING:

- a. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the proper execution and completion of the work, including any temporary heat, temporary utilities, scaffolding, bracing, barricades, structures and the like, necessary to perform the work.

ADD PARAGRAPHS 10(a-1) THROUGH 10(a-8):

- (a-1) Furnish, install, maintain and remove temporary lighting and power during construction. On renovation projects utilizing existing lighting and power sources, turn off all lighting and non-essential power during non-work hours. If used reasonably, the electricity consumed will be paid for by the Owner.
- (a-2) Temporary installations shall comply with the National Electrical Code. Temporary wiring may be copper or aluminum conductor.
- (a-3) Temporary lighting levels during work hours shall be as required by codes and regulations, and as necessary to complete the work. Temporary lighting levels during non-work hours shall be reduced to only illumination of the first floor and major stairs.
- (a-4) Temporary lighting shall be controlled by timing devices or scheduled manual switching which reduce lighting levels during non-work hours.
- (a-5) Temporary lighting shall be shielded and screened so no light will glare directly onto any public right-of-way or private property. The Contractor shall be responsible for resolving complaints about temporary lighting that shines beyond the premises.
- (a-6) When existing street or pedestrian lighting is demolished or blocked as a result of the Work, temporary lighting shall be provided at the same lighting level and for the same times per day as the demolished or blocked lighting.
- (a-7) Temporary power circuits shall be separate from temporary lighting circuits and shall not be controlled by timing devices. Power feeders 200 amps and above obtained from existing building sources shall be provided with ground fault protection. Power branch circuits shall be provided with ground fault circuit interrupter (GFCI) protection for personnel as required by codes and

regulations. Temporary 480/277 volt power circuits shall be labeled every 25 feet.

- (a-8) For all projects, the Contractor shall develop and submit to the Owner's Representative for approval within thirty days after award of contract, a temporary lighting and power plan. This plan shall identify how the temporary lighting and power will be obtained, distributed and circuited, the types of lighting fixtures to be used, how the temporary lighting will be timer and/or manually controlled, the areas to be illuminated during non-work hours, and the schedule of non-work hours during which temporary lighting will be reduced.

REMOVE ARTICLE 10(c-16) AND REPLACE WITH THE FOLLOWING:

- (c-16) The Contractor shall recheck measurements and dimensions of the Work as an integral step of starting each installation. The Contractor shall recognize the need to obtain accurate field dimensions in ample time to permit fabrication of certain items (e.g., casework, cabinets and other work) and allow for delivery and installation in time to maintain the project schedule. The Contractor shall coordinate Subcontractors to complete work phases in order to accommodate the schedule for obtaining dimensions and to prevent fabrication delay. In the event it is impractical to have Work in place to permit field dimensions, the Contractor shall guarantee necessary dimensions, before construction, to the various fabricators and be responsible to insure the dimensions.

ADD ARTICLE 10g

- g. The Contractor shall coordinate with each Subcontractor and develop and submit to the Owner's Representative for approval within thirty days after award of contract, a comprehensive materials handling plan. At a minimum, this plan shall take into consideration the following: maintaining the construction schedule; coordination with separate Contractors and Subcontractors; the Owner's operation of adjacent facilities; vertical and horizontal transportation and utilization of materials; personnel hoists; limitations and space available for storage; timing and sequencing the delivery of materials; requirements for handling and installation of large equipment.

ARTICLE 13: PROTECTION OF WORK AND PROPERTY; SAFETY

REMOVE ARTICLE 13b AND REPLACE WITH THE FOLLOWING:

- b. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all necessary precautions for the safety of employees and visitors on the site of the Project and shall comply with applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public.

The Contractor shall develop and implement a project-specific health and safety program and plan to be titled "(Project Name) Jobsite Safety Plan"

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("Jobsite Plan"). The Contractor warrants that it shall read, understand, adhere to and incorporate in its plan, at a minimum, the requirements set forth in the Owner's current "Construction Safety Requirements" document, (see NOTE in Table of Contents for download information). The Contractor acknowledges that any Owner's review and acceptance of the Jobsite Plan is not intended to, and does not constitute an expression by the Owner that the Jobsite Plan is adequate to protect persons or property from loss, damage or injury.

REMOVE ARTICLE 15 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

ARTICLE 15: CHANGES IN THE WORK

- a. The Contractor acknowledges (i) that the Owner may, without invalidating the Contract, order changes in the Work (including extra Work, less Work or alterations) at any time and (ii) that changes in the Work, regardless of their scope or number, are within the contemplation of the parties. Changes in the Work may be ordered only by Change Order or Construction Change Directive (CCD).
 - (a-1) Changes in the Work may be made without notice to the Contractor's sureties, and absence of such notice shall not relieve such sureties of any of their obligations to the Owner.
 - (a-2) If notice of any extra Work or change in the Work affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond, to be given to any surety issuing such bonds, the giving of any such notice shall be the Contractor's sole responsibility.
- b. A Change Order shall be based upon agreement between the Owner, Architect/Engineer and Contractor.
 - (b-1) Each Change Order is cumulative of all prior Change Orders and specifies the full and complete compensation, in money and time, owing the Contractor and all of its Subcontractors, Sub-subcontractors and Suppliers for or as a result of changes including, without limitation, all direct costs, indirect costs, overhead costs, taxes, interest, general and administrative expenses, profit and all effects (direct, indirect, consequential, such as impacts, delay, acceleration [actual or constructive], hindrance, loss of productivity, manpower inefficiencies, lost opportunity and "ripple effects") of the Work covered by the Change Orders on the remainder of the Work. The Contractor releases the Owner from all other claims and charges whatsoever related to changes in the Work.
 - (b-2) The Contractor shall include the Work covered by such Change Orders in its Applications for Payment as if such Work were originally part of the Contract Documents.
- c. A CCD may be issued by the Owner alone and may or may not be agreed to by the Contractor.
 - (c-1) The Contract Sum and the Contract Time shall be adjusted appropriately when changes in the Work are ordered via a CCD. However, the Contract Time shall be adjusted only if the Contractor demonstrates to the Owner that the changes in the Work required by the CCD adversely affect the critical path of the Work.

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- (c-2) A CCD may be used in the absence of total agreement on the terms of a Change Order.
 - (c-3) If the CCD provides for an adjustment to the Contract Sum, it shall state the method that the Owner proposes to be used for the adjustment.
 - (c-4) Upon receipt of a CCD, the Contractor shall advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or the Contract Time.
 - (c-5) A CCD signed by the Contractor indicates the Contractor's agreement with all of its terms, including adjustment in the Contract Sum and the Contract Time or the method for determining them. Such agreement shall be effective immediately and shall have the same legal effect of and be recorded as a Change Order.
- d. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall cause the Work involved to be commenced and completed promptly, unless the Change Order or CCD provides otherwise. Any change in the Contract Sum or the Contract Time must result from the provisions of this Article 15. Accordingly, no verbal instructions, course of conduct or dealings between the parties, except as expressly permitted by Article 15d-1 hereof, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall in the absence of a written Change Order or CCD be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents. All such claims are hereby waived by the Contractor and are forever barred.
- (d-1) When time does not permit the processing of a Change Order in advance of commencing the change in the Work, upon receipt of a CCD from the Owner, the Contractor shall proceed with a change in the Work, and the Contractor shall concurrently proceed with preparation and submission of a proposed Change Order.
 - (d-2) EXCEPT AS PROVIDED IN ARTICLE 15e OR ARTICLE 15c hereof, IN NO EVENT SHALL THE CONTRACTOR BE ENTITLED TO RECEIVE ANY PAYMENT OR ANY EXTENSION OF TIME FOR ADDITIONAL OR CHANGED WORK, WHETHER PARTIALLY OR FULLY COMPLETED OR SIMPLY PROPOSED, UNLESS SUCH ADDITIONAL WORK IS AUTHORIZED BY A WRITTEN CHANGE ORDER OR CCD SIGNED BY THE OWNER, NOR SHALL THE CONTRACTOR BE OBLIGATED TO PROCEED WITH ANY SUCH WORK. ONLY THE OWNER SHALL HAVE THE RIGHT TO ISSUE A WRITTEN CHANGE ORDER OR CCD TO THE CONTRACTOR AUTHORIZING AN ADDITION, DELETION OR OTHER REVISION IN THE SCOPE OF THE WORK AND/OR AN ADJUSTMENT IN THE CONTRACT SUM OR THE CONSTRUCTION SCHEDULE. THE CONTRACTOR WAIVES THE RIGHT TO RECEIVE ANY PAYMENT OR ANY EXTENSION OF TIME FOR ADDITIONAL OR CHANGED WORK AND AGREES THAT THE OWNER SHALL NOT BE OBLIGATED TO PAY FOR ANY ADDITIONAL OR CHANGED WORK, NOR SHALL THE CONTRACTOR BE ENTITLED TO AN EXTENSION OF TIME FOR SAME, UNLESS THE CONTRACTOR AND THE OWNER HAVE EXECUTED A WRITTEN CHANGE ORDER WHICH SETS FORTH THE DOLLAR AMOUNT OF THE ADJUSTMENT TO THE CONTRACT SUM AND/OR THE NUMBER OF DAYS BY WHICH THE CONTRACT TIME SHALL BE EXTENDED AND THE SCOPE OF THE ADDITIONAL WORK TO BE PERFORMED OR THE OWNER HAS ISSUED A CCD.

e. If one or more changes in the Work are contemplated by the Owner or the Architect/Engineer, a "Bulletin" may be prepared by the Architect/Engineer and be delivered to the Contractor describing the change(s) and requesting the submission of a pricing quotation. The Contractor shall not proceed with any changes referred to in a Bulletin unless the Owner has issued a CCD or the parties have executed a Change Order.

(e-1) If a change in the Work is required, the Owner may issue a CCD. Even though the Contractor shall cause the changes in the Work therein described to be performed immediately, it shall, while the changed Work is being performed, also develop a pricing in accordance with Article 15e-2 hereof.

(e-2) Promptly upon receipt of a CCD, the Contractor shall provide a preliminary estimate of any change in the Contract Sum or the Contract Time associated with the change described therein. The Contractor shall within twenty (20) calendar days thereafter "firm up" the amount of any change to the Contract Sum or the Contract Time in a more detailed pricing proposal and including an itemization of all costs of material and labor with extensions listing quantities and total costs, and a substantiation of any claim for an extension of the Contract Time by preparing a revised Construction Schedule depicting the change's impact upon the Work's critical path. If the Owner wishes to proceed with the changes in the Work based upon the pricing quotation, it shall submit a proposed Change Order to the Contractor, together with the Architect/Engineer's revised or new documents that, if approved by the Contractor, will become part of the Contract Documents setting forth the exact amount of any adjustment in the Contract Sum or the Contract Time.

(e-2.1) If the Contractor reasonably believes that after using its best efforts, it will be unable to comply with the twenty day deadline set forth in Article 15e-2 hereof, it shall promptly (i) so advise the Owner in writing, (ii) tell the Owner in writing when it will, using its best efforts, provide the requisite information, and (iii) promptly provide a rough "order of magnitude" pricing.

(e-3) If the Contractor accepts a proposed Change Order, it shall be executed by the Contractor, the Architect/Engineer and the Owner, and the Contract Sum or the Contract Time or both shall be adjusted to the extent provided in the Change Order.

(e-4) Nothing contained herein shall limit the right of the Owner to order changes in Work, even if the Contractor has not accepted a proposed Change Order, and the Contractor shall promptly cause all Work required under the Contract Documents or a CCD to be performed despite its refusal to accept or execute a Change Order.

f. Adjustments in the Contract Sum resulting from changes in the Work shall be determined by one or more of the following methods:

(f-1) Method No. 1 - By mutual acceptance of a lump sum proposal submitted with supporting documentation as described in Article 15(f-1.1) hereof.

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- (f-1.1) The proposal must be submitted with a summarized detailing of labor, materials, equipment, overhead and profit to the extent that a reasonable determination of the values of the changes in the Work can be made by the Architect/Engineer or the Owner. All subcontract work listed in the summary must be supported with similarly detailed Subcontractor quotes.
 - (f-1.2) Labor Rates quoted in the proposal must match those on the *Labor Rate Calculation Sheets*, (see NOTE in Table of Contents for download information), previously submitted to and approved by the Owner.
- (f-2) Method No. 2 - By unit prices stated in the Contract Documents or subsequently agreed upon, subject to the provisions contained in Article 15(j-4) hereof.
- (f-3) Method No. 3 - On the basis of the Actual Cost of the Changes as provided for in Article 15h hereof, plus a fee to the Contractor for overhead and profit as determined by Article 15j hereof.
 - (f-3.1) The Contractor shall keep and present in such a form as the Architect/Engineer or the Owner may direct, an itemized accounting, together with supporting data and vouchers, of all costs associated with the extra or changed Work.
 - (f-3.2) A summary, supporting documentation and labor rates must be submitted in accordance with Article 15(f-1.1) and 15(f-1.2) hereof, when submitting applications for payment under this method.
- g. If the Contractor complies with the provisions of Article 15e-2 hereof, but the Owner and the Contractor fail to agree upon the adjustment in the Contract Sum, upon issuance of a CCD from the Owner, the Contractor shall cause the changes in Work to be promptly commenced and completed, and in such case the Contract Sum adjustments shall be made in accordance with "Method No. 3" above. The Contractor, upon the receipt of such a directive, shall promptly proceed to carry out the extra or changed Work.
- h. The term "Actual Cost of the Changes" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the changed Work. All such costs shall be in amounts no higher than those prevailing in the locality of the Work. The following costs shall constitute the recoverable Actual Cost of the Changes to which the Contractor is entitled when performing extra or changed Work, or making any other claim for a Contract Sum adjustment. These costs will also form the basis for the Contractor's recoverable costs which are associated with extensions of the Contract Time caused by extra or changed Work, or other cause solely within the control of the Architect/Engineer, or the Owner, and which are further substantiated by the Contractor in accordance with the requirements of Article 15(j-5) hereof.
 - (h-1) Payroll costs for employees of the Contractor directly employed in the physical performance of the Work. Payroll costs for employees not directly employed in the physical performance of the Work, such as Superintendents and Foremen, are recoverable to the extent that additional supervision or staffing is specifically required to be added for the proper execution of the Work. Percentage add-ons, or other costs, for employees not directly employed in the physical

performance of the Work shall not be allowed unless the Contractor establishes that such employees are or were required for the proper execution of the Work and further that such employees were actually added to the Contractor's Work staff, or their time on the Work was extended as a result of the extra or changed Work. Payroll costs shall include salaries or wages paid plus the cost of itemized fringe benefits, including social security contributions, unemployment and workers' compensation insurance. The payroll costs associated with premiums paid for performing the Work after regular hours, on weekends or holidays shall be allowed only to the extent that these are previously authorized and approved by the Owner.

- (h-1.1) Overtime, when specifically authorized by the Owner in a Change Order for reasons other than the failure of the Contractor to perform the Work in accordance with the Construction Schedule or otherwise in conformity with the Contract Documents (but not overtime resulting from the Owner's direction to use Extraordinary Measures, the cost of which shall be solely the Contractor's responsibility), shall be paid for by the Owner solely on the basis of the overtime rates established in the contract.
 - (h-2) Costs of all materials and equipment furnished and incorporated into the Work by the Contractor, including costs of transportation, and storage where applicable. All trade discounts, rebates and refunds and all returns from sales of surplus materials and equipment shall accrue to the Owner.
 - (h-3) Payments made by the Contractor to Subcontractors for Work performed. Subcontractors' recoverable costs shall be determined in the same manner as the Contractor's. If required by the Owner, the Contractor shall obtain competitive bids from Subcontractors who are acceptable to the Contractor and the Owner and will subcontract with those accepted by the Owner.
 - (h-4) Sales, consumer, use or similar taxes related to the Work, and for which the Contractor is liable, or are otherwise imposed by laws and regulations.
 - (h-5) Construction equipment costs of Contractor's equipment or rental costs from others; hourly, daily, weekly or monthly rates will be applied where appropriate.
 - (h-6) Other supplemental costs, which are substantiated by the Contractor as specifically being required for the proper execution of the extra or changed Work, unless specifically prohibited by Article 15i hereof.
- i. The Contractor's recoverable Actual Cost of the Changes, or any other claim for a Contract Sum adjustment, including any claims associated with extensions of the Contract Time, shall not include any of the following costs:
- (i-1) Payroll costs and other compensation of the Contractor's officers, executives, principals, general managers, project managers, owners, engineers, architects, estimators, attorneys, auditors, accountants, purchasing or contracting agents, expeditors, clerks, or any other employees or agents who are not specifically employed

full-time on the Work. Those employees or agents not employed full-time on the Work are to be considered as administrative costs which are covered by the Contractor's fee. Exceptions to this requirement will only be made on a case-by-case basis, each of which shall require prior Owner authorization and approval.

- (i-2) Expenses of the Contractor's principal and branch offices other than the Contractor's office located on the Work site.
 - (i-3) Any part of the Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - (i-4) Cost of premiums for the extension of any bonds or insurance coverage required to be secured by the Contractor by the Contract Documents, and in accordance with Article 15(a-1) & 15(a-2) hereof. NOTE: an allowance for bond extensions is provided as an element of the labor rates for changes in the Work.
 - (i-5) Costs associated with Work arising from the one year correction of the Work period, warranties, or guarantees which are required by the Contract Documents.
 - (i-6) Any other supplemental costs which are not substantiated by the Contractor as specifically being required for the proper execution of the extra or changed Work.
- j. When using "Method 1" and "Method 3" of Article 15f hereof, the Contractor's fee for overhead and profit shall be determined as follows:
- (j-1) The Contractor shall be allowed a mark-up, to cover overhead, profit, bonds, insurance and other items as described in 15(h-1) above, of no more than fifteen percent (15%) on materials and work performed with their own tradespersons and no more than five percent (5%) on Work performed by others. Subcontractors, through all subsequent tiers, will determine their fee in the same manner as the Contractor. The cumulative mark-up charged to the Owner, from all tiers of contractors, subcontractors and sub-subcontractors, shall not exceed 26.8%.
 - (j-2) The overhead and profit fee shall include, but not be limited to, the following items:
 - (j-2.1) Automobiles, job vehicles, maintenance and fuel;
 - (j-2.2) Cost of parking, except where specifically allowed by labor agreement or elsewhere in the contract documents;
 - (j-2.3) Consumables and replacement parts;
 - (j-2.4) Cartage, except substantial freight charges which shall be billed with supporting documentation;
 - (j-2.5) Home office and field estimating;
 - (j-2.6) Engineering, drafting and cost of drawings;
 - (j-2.7) Training, except where specifically allowed by labor agreement;
 - (j-2.8) Safety and safety equipment;
 - (j-2.9) Travel, except substantial travel charges requested by the Owner, which shall be billed with supporting documentation;
 - (j-2.10) Project Management and Supervision of Labor;

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- (j-2.11) General conditions items including phones; pagers; uniforms; clean up; office, shop and field equipment; utilities and fuel; trailer and storage expenses.
- (j-2.12) Warranty
- (j-2.13) Flush & Testing

- (j-3) Where an extra or change in the Work results in a deduction in the Contract Sum only, the net decrease in the Contract Sum will be the amount of the deduction only. Where an extra or a change in the Work involves both deductions and additions to the Contract Sum, Contractor fees will be applied to the net increase, if any, of such extra or changed Work.

- (j-4) Actual quantities and classifications of unit price Work shall be submitted by the Contractor to the Architect/Engineer and the Owner. All such quantities and classifications shall be subject to review and approval by the Architect/Engineer and the Owner. The Architect/Engineer, or the Owner, may make independent measures of Work completed to verify the Contractor's reported quantities or classifications. The estimated quantities of items of unit price Work, identified in the Contract Documents, are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Sum. Where the quantity of any item of unit price Work differs by twenty (20) percent or more and is materially and significantly different from the estimated quantity included in the Contract and there is no corresponding adjustment with respect to any other item of Work, the Contractor or the Owner may make a claim for an adjustment in the unit price, and corresponding Contract Sum, in accordance with Article 43b hereof, if the parties are unable to agree to such adjustments. Each unit price will be deemed to include an amount, in addition to the Actual Cost of the Changes, adequate to cover all overhead and profit.

- (j-5) The Contractor shall certify all time and records and invoices and keep and present in such a form as the Architect/Engineer or the Owner may direct, an itemized accounting, together with supporting data and vouchers, of all actual costs associated with the extra or changed Work.

- k. When time for completion is a factor in determining an adjustment pursuant to this Article 15 and the Contractor has complied with the provisions of Article 15e hereof, but the Owner and the Contractor fail to agree upon an appropriate adjustment to the Contract Time, the Owner shall determine, subject to Article 15m hereof, a reasonable time adjustment, taking into account all pertinent factors, such as the critical path of the Work, the duration of any delay caused by the change, the complexity of any extra Work required or of Work abandoned, and the difficulty in procuring additional materials, supplies, equipment or labor or the procurement time that would be saved.

- l. When the Owner and the Contractor reach agreement upon any adjustments, their agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

- m. If the Owner and the Contractor do not agree upon an adjustment in the Contract Time or the Contract Sum, the matter shall be subject to the applicable dispute resolution procedures set forth in Article 43 hereof.

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- n. The Owner will have authority to order minor changes in the Work provided that such changes will not (i) involve an adjustment in the Contract Sum or extension of the Contract Time, (ii) render the Drawings and Specifications, as so revised, not in material conformity with the Work as set forth in the Drawings and Specifications prior to such change, or (iii) materially affect the quality, utility or general aesthetics of the Work or any component, or result in the use of materials or equipment which are not equivalent to or better than the materials and equipment set forth in the Drawings and Specifications prior to such change. Such changes shall be effected by written order and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.
- o. In addition to the Contractor's remedies under Article 43 hereof in the case of delays (which shall be governed solely by Article 18j hereof, and to which this Article 15o shall not apply), if the Contractor believes any act, error or omission of the Owner or persons for whom Owner is responsible, including but not limited to the Architect/Engineer and Owner's separate contractors, constitutes a change in the Work entitling it to additional compensation, it shall within twenty-one (21) days after the date the Contractor discovers, or should with the exercise of appropriate diligence have discovered, the pertinent act, error or omission of the Owner (provided that the necessity of extra cost and/or time is already determinable, even if such extra cost and/or time has not yet been incurred), submit a Contractor Change Order Request stating the amount of the additional compensation to which it is entitled and justifying the request. The Contractor shall submit such additional information as may reasonably be required by the Owner to evaluate the Contractor Change Order Request. The Owner shall evaluate the request within ten (10) days and advise the Contractor within such ten (10) day period whether to grant, grant in part, or deny the Contractor Change Order Request. Any additional compensation granted shall be recorded in the form of a Change Order. If the Contractor disagrees with the Owner's decision, the Contractor shall pursue the remedies it has under Article 43 hereof. Failure of the Contractor to timely submit a Contractor Change Order Request strictly (not substantially) in accordance with the requirements of this Article 15o, shall constitute a waiver of and shall forever bar any recovery arising out of the pertinent act, error or omission of the Owner, even if the Owner was not prejudiced thereby.

ARTICLE 31: FINAL PAYMENT

ADD ARTICLE 31d:

- d. The Contractor shall execute and deliver to the Owner's Representative, before final payment is issued, a written closeout statement utilizing the *Contract Closeout / Final Payment Checklist* Form, (see NOTE in Table of Contents for download information), documenting that all project closeout procedures have been completed. All checklist items that do not apply to the project should be marked "N/A" in the appropriate check box.

ARTICLE 34: CONTRACTOR'S LIABILITY INSURANCE

REMOVE ARTICLE 34(a-2) AND REPLACE WITH THE FOLLOWING:

(a-2) Commercial General Liability and Property Damage insurance (including Contractor's protective), which may be satisfied by a combination of Primary General Liability insurance coverage together with a following form Umbrella/Excess Liability insurance coverage, in any amounts required by the Owner on an occurrence form (not claims made) but not less than the following limits of liability:

<u>Contract Sum</u>	<u>Item</u>	<u>Minimum</u>
\$0 - \$4,999,999	General Aggregate	\$ 2,000,000
	Products/Completed-Operations Aggregate	\$ 1,000,000
	Personal & Advertising Injury	\$ 1,000,000
	Each Occurrence	\$ 1,000,000
\$5 million	General Aggregate	\$10,000,000
	Products/Completed-Operations Aggregate	\$ 5,000,000
	Personal & Advertising Injury	\$ 5,000,000
	Each Occurrence	\$ 5,000,000

and affording insurance for the protection against all risks of damage or destruction of property or bodily injury, wherever located, resulting from any action, omission or operation under the Contract or in connection with the Work. Such insurance shall be primary and non-contributory.

The above Commercial general liability and Umbrella/Excess Liability insurance policies shall be endorsed adding the Owner and the Architect/Engineer as additional insured.

AMEND TITLE OF ARTICLE 48 AND ADD 48l, 48m, 48n, AND 48o:

ARTICLE 48: GROUNDS, STAGING AREA, RESTORATION, SURVEILLANCE AND SECURITY

- l. The Contractor shall be responsible for providing site security to the extent necessary to safeguard the building, tools, materials, and completed work. The Contractor's plan for site security shall be submitted to the Owner's Representative for approval within twenty (20) days of contract award.
- m. Prior to and after normal working hours all entrances and exits will be closed and secured by the Contractor. The Contractor shall provide to the Owner copies of keys (up to 6 each) for all doors and gates secured with other than the existing (University of Michigan owned) lock mechanisms.
- n. The Owner may, at the Owner's option, provide any surveillance and security measures that the Owner deems necessary within the construction site.
- o. The Contractor shall schedule and coordinate its work so that any existing card-reader access is maintained.

REMOVE ARTICLE 50 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

ARTICLE 50: MAINTENANCE OF SITE AND CLEANUP

- a. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by the Contractor's Work. The Contractor shall take precautions to prevent tracking of mud or debris on adjacent paved roads. Mud and debris on adjacent roads shall be removed on a daily basis or at such other times as the Owner may direct if needed to maintain safe and convenient access to the site.
- b. The Contractor shall conduct operations in such a manner which will control blowing dust. The amount of dust resulting from the Contractor's operations shall be controlled to prevent the spread of dust to adjacent public and private properties and to avoid creation of a nuisance in the surrounding area. Temporary methods consisting of sprinkling or similar methods will be permitted to control dust. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution. Dust control shall be performed as the work proceeds and whenever a dust or nuisance or hazard occurs.
- c. The Contractor and all his Subcontractors at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations, keep the premises clean and free from fire hazards, and maintain his work and materials stockpiles neat and orderly throughout the construction period to permit safe and convenient access and movement of workmen and materials throughout the building and site and to prevent the spread of debris, dust or other contaminants into the air or surrounding areas at all times.
- d. Construction debris and rubbish as generated by the Contractor's activity shall be removed by the Contractor from the point of origin daily and not allowed to accumulate. It shall be deposited in a trash container provided by the Contractor on the site until hauled away. Scrap materials for reuse in temporary work shall be segregated and properly stored, protected and covered as for new materials. The result of the above shall be the maintenance of a clean project, in keeping with the proximity of a University facility and with a minimum of fire hazards. The Owner's Representative shall have the right to establish a clean-up routine with the full participation of the Contractor(s).
- e. Construction debris removed from the upper levels of the site shall be deposited directly into a dumpster via an enclosed chute constructed and provided by the Contractor.
- f. If the Contractor fails to keep the premises clean and orderly, to the satisfaction of the Owner's Representative, the Owner's Representative may, after 24 hours written notice to the Contractor, cause the premises to be cleaned and organized. In such case, the Contractor will be charged 130 percent of the Owner's cost expended in the clean-up.
- g. The Contractor and all Subcontractors shall cooperate with each other and shall use reasonable diligence and shall make every effort, in connection with their work, to avoid excessive dirt, rubbish and general refuse and to minimize the extent of cleaning and removal thereof required hereunder of the Contractor.
- h. The Contractor shall remove from the premises and site, all Project signs, tools, scaffolding, surplus materials and temporary work and structures

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upon completion of the work and shall leave the work and the premises clean and acceptable to the Owner.

- i. All carts, buggies or containers containing debris shall be covered when leaving the construction site or the building.
- j. Refer to Article 10c-20 hereof for additional cleaning requirements.

REMOVE ARTICLE 55 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

ARTICLE 55: TEMPORARY USE OF NEW OR EXISTING ELEVATOR DURING CONSTRUCTION

- a. The following shall apply for construction of a new facility:

- (a-1) When the Work has progressed sufficiently to permit the installation of new elevators, and after the enclosing walls of the elevator shaft have been built, the Contractor shall, at the Contractor's expense, make arrangements with the elevator Subcontractor to provide, install and maintain one new elevator for temporary use. Elevator service shall be furnished free of charge to the Owner, Architect/Engineer, employees of the same, and all other persons or parties performing services for the Owner.

- (a-2) During the temporary use, the elevator shall be equipped with electric lights and car gates, and the shaft opening shall be protected with temporary gates as required for safety and by applicable law.

- (a-3) Temporary wiring to elevator machinery for temporary use shall be provided by the Contractor.

- b. The following shall apply for Work within an existing facility:

- (b-1) The Owner's Representative shall designate an existing elevator internal to the building for contractor use for hoisting of workmen, material, and equipment. The designation of the elevator for contractor use may be changed by the Owner's Representative during the course of the project based on construction or occupant's operational needs.

- c. The following shall apply for all projects:

- (c-1) Before temporary use of a passenger elevator, the Contractor shall protect the elevator cab with a metal screen ceiling below the permanent ceiling. Padding and a substantial wood lining to protect the walls and floor against damage shall also be installed.

- (c-2) Temporary protection shall be maintained in a clean and workmanlike manner and will be moved, at no additional charge to Owner, if elevator designation changes.

- (c-3) The Contractor shall furnish, at the Contractor's expense, the services of competent elevator operators during the entire time that elevators are used for construction purposes.

- (c-4) All labor for loading and unloading of materials, shall be by the party using the elevator.

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- (c-5) Where the load is distributed and the load is handled on and off the car platform manually or by means of hand truck, the weight of any single piece of freight or of any single hand truck and its load shall not be more than 25% of the rated load of the elevator.
- (c-6) At the completion of the Work the Contractor shall turn over the elevator used on a temporary basis to the Owner in a first class condition. The Contractor shall pay the costs of all refurbishing or repairs required to satisfy this requirement.

REMOVE ARTICLE 58 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

ARTICLE 58: PREVAILING WAGE AND FRINGE BENEFIT RATES

- a. The Contractor, Subcontractors and Sub-subcontractors shall comply with the State of Michigan Prevailing Wage Act, MCL 408.551, et seq, or any successor act.
- b. The rates of wages and fringe benefits to be paid to each class of "construction mechanics" (as that term is defined in the Prevailing Wage Act) by the Contractor, Subcontractors and Sub-subcontractors shall not be less than the wage and fringe benefit rates prevailing in the locality in which the Work is to be performed, as determined from time to time by the Michigan Occupational Safety and Health Administration Wage & Hour Division of the Department of Licensing and Regulatory Affairs.
- c. The Contractor and every Subcontractor and Sub-subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the Contract and shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic employed in connection with said Contract. This record shall be available for reasonable inspection.
- d. Upon request, the Contractor, Subcontractors and Sub-subcontractors shall promptly submit to the Owner their monthly certified payroll records and any other information requested by the Owner to complete a Prevailing Wage Act compliance audit.
- e. The Owner, by written notice to the Contractor, and to the surety of the Contractor, may terminate the Contractor's right to proceed with that part of the Contract for which less than the prevailing rates of wages and fringe benefits have been or will be paid, and may proceed to complete to Contract by separate agreement with another contractor or otherwise, and the original Contractor and the Contractor's surety shall be liable to the Owner for any excess costs occasioned thereby, including all Owner audit costs. Any person, firm or corporation or combination thereof, including the officers of any contracting agent, violating the provisions of the Act is guilty of a misdemeanor.
- f. In case there is an omission of any trade from the list of wage rates and fringe benefits to be paid to each class of construction mechanics by the Contractor, it shall be understood that the trades omitted shall also be paid not less than the wage and fringe benefit rates prevailing in the locality in which the Work is to be performed.

ADD ARTICLE 61:

Article 61: MICHIGAN RIGHT TO KNOW

- a. The Contractor shall comply with and be governed by all state and federal acts as they pertain to the safety of their employees while working in University of Michigan buildings. The acts are set forth in the Federal Occupational Safety and Health Act (OSHA) and the Michigan Occupational Safety and Health Act (MIOSHA). Additionally, Section 14A to 1 of Act 80, Public Act of 1986 as it prescribes and regulates working conditions, duties of employers and employees relative to occupational and construction health and safety apply.
- b. The Contractor shall furnish a list of all hazardous or suspected hazardous chemicals that will be used during construction. Hazardous chemicals shall be properly labeled and have applicable hazard warning attached. Examples of hazardous chemicals/products are welding rods, combustible gases and liquids, etc.
- c. Material Safety Data Sheets (MSDS) for all hazardous chemicals and products utilized during the contract shall be available for inspection upon request and also available for construction employees.
- d. The University will in turn, upon request, provide a list of hazardous chemicals/products and their locations within the construction area to the Contractor. Material Safety Data Sheets will be available for review and inspection in a central location upon request.

ADD ARTICLE 62:

ARTICLE 62: SOIL EROSION AND SEDIMENTATION CONTROL (SESC)

- a. The Contractor shall implement and maintain a soil erosion and sedimentation control plan as specified in the contract documents.
- b. The Owner's Occupational Safety and Environmental Health Department (OSEH) shall inspect the site regularly to determine compliance with the contract documents and with OSEH's SESC Procedures, available for viewing and download at www.oseh.umich.edu under the "Environmental Protection" link. Deficiencies identified by OSEH inspection must be corrected by the Contractor within 24 hours of notification if waters of the State are impacted or within five (5) days if waters of the State are not impacted.
- c. Should the Contractor fail to correct the deficiencies within the indicated period, the Owner reserves the right to cause the corrective work to be performed, and to back charge the Contractor for the actual costs incurred by the Owner for the performance of this work.

ADD ARTICLE 63:

ARTICLE 63: COORDINATION OF MECHANICAL SYSTEMS AND UTILITIES

- a. It shall be the responsibility of the Contractor to coordinate the space requirements of the Subcontractors and Sub-subcontractors to determine that adequate clearance is allowed with respect to their equipment and the building. This shall be accomplished through a coordination program which shall consist of a series of meetings with all trades involved. The purpose of these meetings shall be the preparation of coordinated installation

drawings by and for the sheet metal subcontractor, the electrical subcontractor, the mechanical subcontractor, and the fire protection subcontractor for coordination with other trades. The following sequence shall be followed:

- (a-1) After award of contract and prior to construction, the Contractor will schedule a meeting to introduce the coordination program and determine its implication to the progress schedule. The Contractor will keep detailed meeting minutes and distribute them within 10 working days. During the initial meeting, format, zones, sequencing and milestone dates for completion of coordination drawings will be established. Attendees shall include the Contractor, Owner's Representative, Architect/Engineer, and all Subcontractors responsible for work in or above the ceiling and mechanical and electrical spaces, which includes, (but is not limited to) those items listed below:
- Existing construction to remain
 - Lighting fixtures
 - Miscellaneous structural steel
 - Unistrut and structural steel for equipment support
 - Ductwork and appurtenances
 - Plumbing waste, vent, and roof drainage piping and accessories
 - DDC controls
 - Pneumatic tube
 - Steam, condensate, and all other pitched services
 - Fire protection (sprinkler piping)
 - HVAC piping
 - Plumbing, supply, and service piping
 - Cable tray
 - Electrical and fire alarm conduit
 - All mechanical and electrical equipment

The Contractor shall provide a reflected ceiling plan.

- (a-2) The Architect/Engineer shall provide background drawings. The coordination background drawings shall show column center lines, interior partition locations, and shall note the ceiling heights.
- (a-3) The electrical Subcontractor shall furnish the sheet-metal Subcontractor with recessed lighting, cable tray, and major conduit installation and clearance requirements.
- (a-4) Phase II - The sheet metal Subcontractor shall draw to scale (minimum 1/4 inch scale) the proposed installation of the ductwork showing duct sizes, air handling equipment layouts, and dimensions from column lines and from finished floors to bottom and top of ducts. The contract drawing shall be followed as a general guide for the ductwork layout drawings. The ductwork layouts shall be submitted for review to the Architect/Engineer, by zone, in the agreed-upon sequence.
- (a-5) When the ductwork drawings for the earliest scheduled zone have been completed and reviewed, the mechanical Subcontractor shall provide the Contractor with electronic CAD files of the drawing(s)

incorporating A/E comments as required for each participant in the effort. Each participant shall incorporate on the base background drawings, their proposed installation, with reference and consideration to the structural, mechanical, electrical, fire protection, reflected ceiling plans, approved ductwork layouts, and any other potentially conflicting items.

(a-6) The proposed installation drawings shall indicate to scale: size, equipment layout, equipment clearance requirements, dimensions from column centerlines and distance from finish floor to bottom of: equipment, piping, conduits, etc. The contract drawings shall be followed as a general guide for the installation drawings.

(a-7) The major components to be indicated include, (but are not limited to):

- Roof drain leaders
- Waste and vent piping
- Fire protection piping, valves and switches
- Plumbing piping
- HVAC piping
- Significant conduit runs
- Electrical panels
- Cable trays
- Access points
- Firewall penetrations
- Soffits
- Ceiling heights
- Pneumatic piping
- Unistrut and structural steel for equipment support
- Miscellaneous structural steel
- All mechanical and electrical equipment including supports, pads, inertia bases, and other related devices such as control panels.

b. Prior to fabrication of ductwork and within a period not to exceed two weeks after distribution of the first zone of reviewed ductwork layouts, the Contractor will schedule a meeting with the Owner's Representative, the Architect/Engineer, and participating Subcontractors, at which time areas of conflict shall be discovered and resolved through the following process:

(b-1) Each Subcontractor's installation drawing/CAD file shall be overlaid (using vellums and a light table or electronically, if feasible) to identify areas of conflicts.

(b-2) All parties shall then cooperate in resolving the conflicts. Elevation and/or section drawings shall be prepared to clarify and coordinate particularly congested areas as needed.

(b-3) In the event that the Subcontractors work cannot be coordinated due to inadequate space allowances or irresolvable interferences between piping, conduit, ducts, and equipment of the various Subcontractors, the Owner's Representative and Architect/Engineer shall determine the resolution.

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- (b-4) Records of the areas of conflict and the Subcontractor or engineer who is to make modifications to his drawing, shall be kept by the Contractor. This record shall be updated and distributed immediately following each coordination meeting and shall be incorporated into the coordination meeting minutes.
- (b-5) Once all areas of conflict are resolved, each Subcontractor's sheet in the set of zone drawings shall be signed by all participating Subcontractors and reviewed by the Architect/Engineer. Upon satisfactory review by the Architect/Engineer, ductwork may be fabricated, and installation of above-ceiling work may begin. The Contractor shall provide and distribute (2) blue-line copies of each Subcontractor's drawings to all parties involved.
- (b-6) This coordination process will be repeated on a weekly basis, at a minimum, until all zones on the project have been coordinated.
- c. Shop drawings of equipment shall be modified as a result of the coordination process to reflect the final resolved locations of equipment prior to submittal for review.

ADD ARTICLE 64:

ARTICLE 64: BUY DOMESTIC/BUY MICHIGAN PROVISION

- a. The Owner shall give preference to goods or services manufactured/offered by United States of America based firms provided that these services and materials meet the specifications of the Contract Documents and are obtained at the lowest total contract cost.
- b. The Owner shall give preference to services offered by Michigan based firms provided that these services and materials meet the specifications of the Contract Documents and are obtained at the lowest total contract cost. This provision is not intended to prohibit businesses in other states from competing for contracts, but to include Michigan firms in every possible contracting opportunity.

ADD ARTICLE 65:

ARTICLE 65: RIGHT TO AUDIT.

- a. The Owner shall have the right to audit all Contractor's books and records including the administrative and accounting policies, guidelines, practices and procedures of the Contractor related to the Project as follows:
 - (a-1) The Owner reserves the right to audit and adjust the final Contract Sum for discrepancies for any compensation amount included in the original Contract which was based on methods other than lump sum or fixed price. Contractor must segregate its records in such a manner as to facilitate a complete audit of all charges included in the Contract and agrees that such audit may be used as the basis for settlement of charges against this Contract
 - (a-2) The Owner reserves the right to audit and adjust the final price for any changed Work performed for the Project, whether authorized by CCD or Change Order, and whether determined under Method No.1, Method No.2 or Method No.3 under Article 15.

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- b. The Contractor further agrees to preserve the books and records pursuant to Article 65a for a period of three (3) years after Final Payment or Final Acceptance, whichever is later, or longer period if required by law, including documents of the Subcontractors, Sub-subcontractors and Suppliers.