



FACILITIES & OPERATIONS
ARCHITECTURE, ENGINEERING AND CONSTRUCTION
UNIVERSITY OF MICHIGAN

FEBRUARY 2024 REVISIONS TO STANDARD GENERAL CONDITIONS

**APPLICABLE TO PROJECTS WHERE THE OWNER HAS RETAINED
THE PROFESSIONAL SERVICES OF A**

CONTRACTOR

Applies to

Nov 2016; Rev. 6/18, 8/21 Edition of the Standard General Conditions

FEBRUARY 2024 REVISIONS
TO STANDARD GENERAL CONDITIONS - GC

TABLE OF CONTENTS *

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NO.</u>
3.16	USE OF SITE	1
3.21	MANUFACTURERS' WARRANTIES AND MANUALS	1
8.3	SUBSTANTIAL COMPLETION	2
9.6	MATERIALS PAYMENTS; OFF-SITE STORAGE	2
11.3	CERTIFICATES OF INSURANCE	2
11.8	PERFORMANCE, LABOR & MATERIAL PAYMENT AND WARRANTY BONDS	3
13.2	[SECTION DELETED - MICHIGAN PREVAILING WAGE ACT REPEALED]	4

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REVISED: Section 3.16.3 as shown with **additions and deletions** highlighted below:

3.16 USE OF SITE

3.16.3 Only materials and equipment which are to be used directly in the Work will be brought to and stored on the Project Site. After equipment is no longer required for the Work, if feasible, it will be promptly removed from the Project Site. Protection of construction materials and equipment stored at the Project Site **which will become a part of the permanent construction** from weather, theft, damage and all other casualty is ~~solely the responsibility of the Contractor, who will bear the risk thereof~~ covered by the Owner's "All Risk" policy. However, protection of either (i) property owned by members of the Contractor and is not intended to become a part of the permanent construction, or (ii) any other equipment which is not intended to remain a part of the permanent construction is solely the responsibility of the Contractor, who will bear the risk thereof.

REVISED: Section 3.21.1 as shown with **additions and deletions** highlighted below:

3.21 MANUFACTURERS' WARRANTIES AND MANUALS

3.21.1 ~~The Contractor will submit to the Owner all manufacturers' warranties and operating and/or maintenance data, instructions or schedules for all equipment and special materials requiring such, in an electronic format as detailed in the Contract Documents. This data will be collected and organized by the Contractor and submitted to the Owner prior to the issuance of the Certificate of Substantial Completion. The Contractor will bind and turn over to the Owner four (4) sets of manufacturers' warranties and operating and/or maintenance manuals, instructions or schedules for all equipment and special materials requiring such. The Contractor will also turn over an electronic copy of the above referenced manual in PDF form with indexing so the document can be searched. Binders will clearly categorize and index each piece of equipment and material included, and will be clearly marked noting "project specific" equipment, model numbers, and other applicable information. Manuals will be collected and organized by the Contractor and submitted to the Owner at one time, prior to the issuance of the Certificate of Substantial Completion.~~

REVISED: Section 8.3.1 as shown with **additions and deletions** highlighted below:

8.3 SUBSTANTIAL COMPLETION

8.3.1 Substantial Completion will not be achieved until (i) all system training, operation and maintenance manuals have been submitted to the Owner, (ii) the Design Professional has certified that the Work is substantially complete and (iii) ~~the Design Professional~~ the Owner ~~and the Contractor have~~ **has** executed a Certificate of Substantial Completion pursuant to §8.3.2.

REVISED: Section 9.6.1 as shown with **deletion** highlighted below:

9.6 MATERIALS PAYMENTS; OFF-SITE STORAGE

9.6.1 At the Owner's sole discretion and with its prior written approval, payments will be made on account of materials or equipment not yet incorporated in the Work but delivered and suitably stored at the Project Site or at some other Owner approved location in strict compliance with §9.6.2. Such payment will be conditioned upon submission by the Contractor of the following: (i) an itemized bill of sale, using the current Itemized Bill of Sale template form provided by the Owner in accordance with §1.3.3, warranting title to the Owner and identifying the Project; (ii) if stored off-site, a certificate of insurance covering the replacement value of the material for fire, theft and vandalism with the Owner listed as an Additional Insured in accordance with §11.3.2; (iii) if stored off-site, confirmation of compliance with §9.6.2; and (iv) such other evidence as the Owner may reasonably require demonstrating that Owner is the owner of such material free and clear of all rights in others. ~~The Contractor will have full responsibility for all stored materials and will bear the risk of all loss, damage of theft thereof or thereto.~~

REVISED: Section 11.3.2 as shown with **addition** highlighted below:

11.3 INSURANCE POLICY REQUIREMENTS

11.3.2 Additional Insureds—Other than policies of insurance for worker's compensation and professional liability, each policy will be endorsed to name the following parties as **"Additional Insureds" including both ongoing and completed operations utilizing ISO Forms CG 2010 04 07 and CG 2037 04 07 or their equivalent:**

- (a) "The Regents of the University of Michigan, a Michigan Constitutional Corporation, including its board members, officers, employees and agents";
- (b) "the Design Professional"; and
- (c) "the Design Professional's consultants."

REVISED: Section 11.8.1(c), 11.8.1(f) and 11.8.3 as shown with **additions and deletions** highlighted below:

11.8 PERFORMANCE BOND AND PAYMENT BONDS

11.8.1 The Contractor will furnish a Performance Bond, and Labor and Material Payment Bond, (Bonds) meeting all statutory requirements of the State of Michigan and complying with the following specific requirements:

- (c) Bonds will remain in effect until the following conditions have been met: (i) final ~~payment has been made,~~ **completion of the Work (for the Performance Bond)**, (ii) the time required to resolve any items of incomplete Work and the payment of any disputed amounts and (iii) until such period that claimants have no statutory right to make a claim;
- (f) Every bond under this §11.8 must display the surety's bond number **and will be in the form of an AIA A312 Performance and Payment bond.** ~~A rider including substantially the following provisions will be attached to each bond:~~

~~(1) Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other Modification of the Contract Documents and the Subcontracts. Any addition, alteration, change, extension of time, or other Modification of the Contract Documents, the Trade Contracts or the Subcontracts, or a forbearance on the part of either the Owner, the Contractor or one or more Subcontractors to one or more of the others, will not release the Surety of its obligations, and notice to the Surety of such matters is hereby waived. Capitalized words and terms will have the meanings given them in the Contract Documents.~~

~~(2) Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner or the Contractor.~~

~~11.8.1.1 The Contractor's surety will also agree, in the form of a rider to each bond or via a separate agreement, that before it may seek exoneration, release, or any kind of relief from its obligations under the bond as a result of any default by the Owner or the Contractor in the performance of any obligations to the Contractor under the Agreement, the surety will cause written notice of such default (specifying said default in detail) to be given to the Owner and the Contractor, and both of them will have thirty (30) days from the date of receipt of such notice within which to cure such default or cause it to be cured, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured immediately. Such Notice of Default will be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Owner and the Contractor.~~

11.8.3 The Contractor will keep the sureties informed of the progress of the Work, and, ~~without limiting the requirements an effect of §11.8.1(f),~~ where necessary, obtain the sureties' consents to, or waivers of: (1) notice of changes in the Work; (2) request for reduction or release of retainage; (3) request for Final Payment; and (4) any other material required by the surety. The Contractor will promptly give the Owner copies of all communications with the surety requesting or pertaining to consents or waivers. The Owner may, in the Owner's sole discretion, inform sureties of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under or pursuant to any bond issued in connection with the Work.

REVISED: Section 13.2 as shown with **additions** and **deletions** highlighted below:

13.2 ~~[SECTION DELETED - MICHIGAN PREVAILING WAGE AND FRINGE BENEFIT RATES ACT REPEALED]~~

13.2.1 All members of the Construction Team shall comply with the State of Michigan Prevailing Wage Act, Act No. 10, Public Acts of 2023., or any successor act.

13.2.2 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 members of the Construction Team 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 Labor and Economic Opportunity (the "commissioner" as that term is defined in the Prevailing Wage Act).

13.2.3 The Contractor shall keep posted on the construction site, in a conspicuous place, a copy of all applicable prevailing wage and fringe benefit rates 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 the Work. This record shall be provided to the Owner and also be available for reasonable inspection.

13.2.4 If the Contractor is advertising for any bids on the Project, the Owner, before the Contractor advertises for the bids, shall have the commissioner determine the prevailing rates of wages and fringe benefits for all classes of construction mechanics called for in any Subcontract. A schedule of these rates shall be made a part of the specifications for the work to be performed and shall be printed on the bidding forms where the work is to be done by a Subcontractor. If a contract is not awarded or construction undertaken within 90 days of the date of the commissioner's determination of prevailing rates of wages and fringe benefits, the commissioner shall make a redetermination before the Subcontract is awarded.

13.2.5 No member of the Construction Team shall discharge, discipline, retaliate against, or otherwise discriminate against a construction mechanic, or threaten to do any of these things, because the construction mechanic reported or was about to report a violation or suspected violation of this act.

13.2.6 The construction mechanics are intended third party beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements set forth in this section 13.2, and any construction mechanic aggrieved by the failure of a contractor or subcontractor to pay prevailing wages or benefits as specified in the contract, or by a violation of section 7 of the Prevailing Wage Act, in addition to any other remedies provided in this act or by law, may bring an action in a court of competent jurisdiction against the contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal.

13.2.7 Each month, the members of the Construction Team shall promptly submit to the Owner their monthly certified payroll records. In addition, the members of the Construction Team shall promptly submit to the Owner any other information requested by the Owner to complete a Prevailing Wage Act compliance review.

13.2.8 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 Work 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 review 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.

13.2.9 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 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.