



Capital Planning & Budget
UW-Managed Program
780 Regent Street, Suite 210
Madison, WI 53715
(608) 263-4409

November 9, 2022

To: All Contractors and Architects Bidding on and Contracted Directly with UWSA/BOR

Subject: Changes in the 11/9/2022 GC Contract from Previous Versions

This note summarizes the changes made to the currently used contracts, dated 11/9/2022, to the previous version dated 9/12/2022, 6/17/2022, and 6/30/21.

B101 Summary of changes:

1. Article 13, Changed A201 reference to the current version of the A201.

A101 Summary of changes:

1. Article 1, The Contract Documents. Updated to provide accurate enumeration of documents.
2. 5.2, Final Payment. Added language providing specificity regarding final payment.
3. Article 3, Clarified Work to begin on date of agreement, and only Mobilization set in the Notice to Proceed.
4. Article 6, Dispute Resolution. Revised language to make it consistent with A201 dispute resolution provisions.
5. Article 9, Enumeration of Contract Documents. Deleted this article in its entirety because it is now duplicative of language in Article 1.
6. Various minor technical modifications throughout the document.

A201 Summary of changes:

1. 1.1.1, The Contract Documents. Updated to provide further clarity regarding enumeration of documents.
2. 1.1.8, Initial Decision Maker. Revised to reflect that the Initial Decision Maker is the University of Wisconsin System Senior Associate Vice President.
3. 1.1.16, Owner's Representative. Changes related to Owner's Representative's authority to delegate responsibility.
4. 2.3.7, Information and Services Required of the Owner. Revisions regarding contractor responsibility to report discrepancies in information.
5. 3.1.1, The Contractor. Revisions intended to provide more concise definition of contractor.
6. 3.1.2, The Contractor. Revisions regarding contractor's standard of performance.
7. 3.2.4, Review of Contract Documents and Field Conditions by Contractor. Revisions regarding allocation of cost for construction activities involving errors in construction documents.
8. 3.3.3.9, Supervision and Construction Procedures. Deleted.
9. 3.5.1, Warranty. Revisions regarding warranty exclusivity.
10. 3.5.4, Warranty. Deleted.

11. 3.10.1, Contractor's Construction and Submittal Schedules. Revisions regarding contractor standard of performance.
12. 3.10.1.2, Change of contractor's Project Schedule publication from the Notice to Proceed, to the Contract award.
13. 5.2, Clarified the definition of "MEP" includes the separately bid sprinkler subcontractor, and references to these subcontractors.
14. 5.3.4, Subcontractor Relations. Clarifications regarding provisions contractor must include in subcontracts.
15. 7.1.2.1, deleted this previously added subsection as it duplicated language and terms clearly described elsewhere.
16. 7.1.4, Changes in the Work. Revisions regarding authorization for changes to work that increase contract sum or contract time.
17. 7.1.5, Broaden electronic signature acceptance to all contract documents.
18. 9.6.2, Progress Payments. Revisions regarding provisions contractor must include in subcontracts.
19. Article 11, Bonds. This section previously addressed insurance and bonds. All provisions regarding insurance have been moved to Exhibit A.
20. 14.1.3, Termination or Suspension of the Contract. Clarifying language on contractor remedies upon termination.
21. 14.2.1, Termination by the Owner for Cause. Clarifying language on what may trigger termination for cause.
22. 14.4.3, Termination by the Owner for Convenience. Clarifying language regarding reasonable costs incurred by reason of termination.
23. Article 15, Claims and Disputes. Various revisions clarifying and streamlining the contractor claims process.
24. Various minor technical modifications throughout the document.
25. Exhibit A, Insurance Requirements.
 - a. Moved all insurance provisions out of A201 and put them in a separate exhibit.
 - b. A.2.1; A.3.2.6, Builder's Risk Insurance. Specifies which party is responsible for carrying builder's risk insurance based on whether the Contract Sum exceeds \$10 million.
 - c. Clarifications around insurance requirements.