Request for Proposal

And Specifications For

Miscellaneous Trade Projects

Time and Materials Work for the following trades:

Electrical, Mechanical, Plumbing, Glass Work, Asbestos Abatement, Carpentry, Masonry, Carpet, Flooring, Painting, Fire Protection, Window Covering, and Signage

WSU Project Number TM-FY2017

Prevailing Wage Work

Wayne State University
Procurement & Strategic Sourcing

August 24, 2016
Time & Materials Work for Miscellaneous Trades
Pre-Proposal Meeting

AGENDA

August 30, 2016 at 2:00 pm

1. Welcome to Wayne State University Sign in Sheets (Purchasing) Kenneth Doherty
2. Time & Materials Work for Miscellaneous Trades Overview Frances Ahern
3. Project Description Frances Ahern
4. RFP Details Frances Ahern
5. Reiteration of Instructions Kenneth Doherty
6. Q/A Frances Ahern / Kenneth Doherty

All future questions to be directed to Purchasing by noon on September 1, 2016.

to: Kimberly Tomaszewski, ac9934@wayne.edu
copy to Kenneth Doherty, ken-doherty@wayne.edu
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Instructions to Contractors</td>
<td>2</td>
</tr>
<tr>
<td>II. Project Scope</td>
<td>3</td>
</tr>
<tr>
<td>III. Contractors Services and Deliverables</td>
<td>4</td>
</tr>
<tr>
<td>IV. Project Schedule</td>
<td>4-5</td>
</tr>
<tr>
<td>V. Proposal Requirements</td>
<td>5-6</td>
</tr>
<tr>
<td>VI. Selection/Evaluation Criteria</td>
<td>6-7</td>
</tr>
</tbody>
</table>

**VII. Schedules to be submitted with Vendor Proposal**

- **Schedule A:** Proposal Certification, Non-Collusion Affidavit, Vendor Acknowledgement
- **Schedule B:** Insurance Requirements
- **Schedule C:** Labor and Material Rate Summary
- **Schedule D:** Summary Questionnaire

**VIII. Appendices:**

- **Appendix 1:** WSU Campus Map / Available Parking
- **Appendix 2:** Project Site Map
- **Appendix 3:** WSU Contract for Contractors Service
- **Appendix 4:** University’s General Conditions and Supplemental General Conditions
I. Instructions to Contractors:

Wayne State University invites you to participate in the Request for Proposal process, for Time and Materials Work for the following trades:

- Asbestos Abatement
- Carpentry
- Carpet
- Concrete Flatwork
- Electrical
- Fire Protection
- Glass Work
- Masonry
- Mechanical
- Painting
- Plumbing
- Resilient & Hard Tile
- Signage
- Window Covering & Treatments

This Request for Proposal (RFP) defines the requirements and expectations of the project, the expected contract environment, and guidelines for the preparation of proposals for the University's use in selecting contractors for the individual trades above. Enclosed in this fax is the Registration, which is the confirmation of your intent to participate. This form should be emailed to ac9934@wayne.edu Attn: Kimberly Tomaszewski, Procurement & Strategic Sourcing by August 29, 2016 by Noon.

Proposals are due before 12:00 p.m., local time, on September 8, 2016. Proposals received after this time will be rejected. Two (2) complete copies of the proposal are to be submitted in a sealed envelope or box at the University's Purchasing Department.

In addition, an electronic version is required, which should be submitted to our secure mailbox at rfp@wayne.edu and be sure your subject line reads "(company name) RFP Time & Materials Work for Miscellaneous Trades Response". The electronic submission should be limited to no more than one of each of the following file types: 1 Word Document and/or 1 Excel Workbook, with a total file size less than 20 megabytes. If your submission was sent correctly, you will receive an auto-reply message acknowledging receipt of your Proposal. If you do not receive an auto-reply message, check the address you used and resubmit your Proposal. However, in the event a discrepancy exists between the electronic submission and the original copy of the Vendor's Response Proposal, the original copy will prevail.

Proposals shall be addressed to:

Time & Materials Work for Miscellaneous Trades  
Project No. TM-2016

Kimberly Tomaszewski, Senior Buyer  
Academic/Administration Building  
Wayne State University (Purchasing Department)  
5700 Cass Avenue, 4th Floor - Suite 4200  
Detroit, Michigan 48202

And: E-mail a copy to RFP@wayne.edu / subject line: "(company name) RFP Time & Materials Work for Miscellaneous Trades Response".

All inquiries regarding this Request for Proposal and these two projects shall be made in writing and submitted by e-mail to Kimberly Tomaszewski at ac9934@wayne.edu and copied to Kenneth Doherty at ken-doherty@wayne.edu, per the project schedule. Inquiries directed to other University personnel may result in disqualification.
The proposals will be used to develop a short-list of qualified firms to provide presentations to the project selection committee. The selection of contractors will be based on the Contractor’s response to this RFP and presentations.

II. Project Scope:

Wayne State University
Design and Construction Services
Time and Material Request for Proposal from Skilled Trade Contractors

Wayne State University requests proposals from skilled trade and other specialty contractors to support small University renovation projects across campus. It is the University’s intention to award zero sum Contracts for Construction (Master Contract) to an unspecified quantity of business entities, who must self-perform in each category to support the construction of projects where the University manages the project delivery as if it were the general contractor. Though the award of a contract is not a guarantee of work, the duration of the contract will be for two years ending September 30, 2018.

The contract(s) will be for a two year period ending on September 30, 2018. Thereafter, the UNIVERSITY may, at its option, extend the contract, on a year-to-year basis for up to two one-year periods, through September 30, 2020.

Following the execution of Contracts for Construction, the University will issue blanket purchase orders with specified values. Work will be distributed in two methods based on the University's accounting practices,

- Through project specific work orders. Each project's costs will be tracked and billed against the Blanket Purchase Order
- Through T&M project specific unique PO’s for larger projects.

All terms and conditions of the Master Contract will prevail in both instances. Minimum requirements associated with all business entities proposing to provide skilled trade and other specialty services are as follows.

A. Remuneration

Remuneration will be based on the actual cost of time and materials plus a markup defined in the RFP Schedule C. Under this contract relationship, no construction will be based on fixed, lump-sum pricing. All assignments under this contract shall be based on a defined scope of work provided by the University’s project manager.

Schedule C defines the hourly rates the University propose as a part of this contract. Each trade is listed by classification. Place an X in the first column for the trade labor your company will provide. Sign and date the form as your acceptance of the rates.

Apprentice labor is acceptable at a ratio of two journeymen to one apprentice. When only two tradesmen are present, a one to one ratio will be accepted. Apprentice labor will be paid at a rate of no more than the prevailing wage rate for the current level plus 30% inclusive of all costs.

Though union labor is not required, if the vendor awarded the contract is subject to a collective bargaining agreement adjustment during the duration of this contract, the rates will be adjusted to reflect these terms, proof of which shall be the responsibility of the Contractor.

B. Cost of Materials

The cost of materials and non-capitalized / rented equipment required to construct assigned projects will be based on actual cost to the trade contractor. The appropriate mark-up rates are defined in the RFP Schedule C. Stocking or inventory carrying costs shall be disallowed. Consumable supplies shall be invoiced as a percentage of the total project at 5% of the T&M costs invoiced, before mark-up.
C. Labor Resources, Compensation, and use of Subcontractors

Bidders are to understand that all construction mechanics providing service under the Contract must be paid a wage and fringe benefit rate equal to or above the appropriate prevailing wage as referenced by the Michigan Prevailing Wage Act. Further, such construction mechanics must be employees of the business entity awarded the Contract. The use of 1099 contractor relationships are not permitted under the scope of this contract and are therefore ineligible to perform work under the T&M agreements established.

Use of Subcontractors under this agreement are prohibited without the express written approval of the University prior to any proposed subcontractor work. Additional insurance requirements may apply.

D. Invoicing

Invoices shall be submitted on a project by project basis, and represent the cost exclusive to a single work order or PO assignment. When the project duration leads to the necessity for progress payments, the invoice format must coincide with information similar to an AIA G701 and G702 Application for Payment. Invoices must include a listing of all applicable construction labor by name, the quantity of hours being billed, the hourly charge-out rate, and the extended cost. Materials must be billed at cost plus the mark-up. All substantially complete work order assignments must be invoiced within 30 days, and be accompanied by the work order close out documents explained herein. All work orders and PO’s will be closed after 90 days of substantial completion, after which any additional invoices will be rejected.

Supporting documentation required with each invoice shall include certified payroll forms showing the same construction mechanics listed on the invoice, the job classification code for each, as established by the Prevailing Wage schedule, and other pertinent data required of the form. Copies of material and non-capitalized / rented equipment invoices from suppliers must also accompany payment requests. Invoices for the cost of materials and supplies drawn from the bidder’s warehoused inventory must be accompanied by current supplier invoices. Supplier invoices or a preapproved notarized materials catalogue listing the exact purchase price of materials to the vendor for a specified duration of time shall be used to evidence material costs, in combination with the daily summary time sheets that are field signed by the customer or project manager. Inventory carrying costs shall be disallowed. Supporting documentation for the cost of labor, the cost of materials, and the costs of non-capitalized / rented equipment must reconcile with invoice summaries. If not, invoices will be rejected until such time as acceptable supporting documentation is provided. Pay applications must also include appropriate waivers and a sworn statement for work assignment that involve material suppliers in excess of $1,000.

Where a Subcontractor is hired by the vendor, the pay application must include the appropriate waivers and a sworn statement from the Subcontractor for any material suppliers with value in excess of $1,000.00. All payment application requirements and contract conditions apply to the subcontractor as well. Refer to II. C. above.

E. Trucks, Vehicle, Transportation and Deliveries

A cost for contractor service vehicles is built into the hourly charge rate specified in RFP Schedule C, no additional costs for service vehicles will be considered. A separate cost of transporting supplies and materials to the project site shall be disallowed. Reimbursement for employee transportation costs to and from the University, and the costs of parking, shall be disallowed. Freight charges from common carriers delivering large equipment and supplies shall be a reimbursable expense and must be documented in any invoice or application for payment. Parking of employee vehicles shall only be permitted in designated lots or structures, and NOT on University sidewalks or malls. Fines for parking tickets or towing costs shall be the responsibility of the vehicle owner and are not reimbursable expenses. In addition, violation of University parking rules is grounds for contract termination.

Companies must have identification signifying the business entity on the vehicles, and they must have WSU Departmental Parking Permit hang tags clearly displayed in the window. A permit must be
obtained for each contractor company vehicle that will be used on malls, loading docks, and approved designated parking locations. Permits will be charged on a quarterly basis by the Parking Department. It is the responsibility of the contractor to obtain and maintain parking permits as a part of the contracted overhead. Company vehicles not displaying WSU hang tags are subject to ticketing, regardless of parking permission called in to WSUPD dispatch. All vehicle tickets are the responsibility of the contractor to resolve with WSUPD.

F. Identification

Contractors’ mechanics who routinely work on the WSU Campus must have the workers obtain a photo WSU Contract Staff Card through the WSU OneCard Office. The costs of the cards are to be included as a part of the contracted overhead. All required documentation and programming of identification cards must be coordinated through the WSU Director of Small Capital and Customer Funded Projects.

G. State Sales Tax

The contractor is responsible for the tax attributed to the procurement of materials. Sales tax by the contractor may not be charged to the University for services other than those referenced previously, and identified on the supporting documentation for the material’s origin.

H. Construction Permits and Inspections

Wayne State is not subject to the jurisdiction of the City of Detroit, and is not required to apply or pay for construction permits of the City, except for elevator scope or public sidewalk site work; or within City property where the University has an easement. Work to be performed within a classroom building or dormitory is within the jurisdiction of the State Fire Marshal and requires permitting and inspections by the State of Michigan Bureau of Construction Codes. All mechanical, electrical and fire protection and fire alarm trades are required to obtain permits for work in these buildings. The cost of such requirements will be reimbursed as cost plus a mark-up. Balance of University buildings are under the authority of the University and the inspections will be performed in house.

Further, the University reserves the right to employ the services of independent inspectors and testing agents, at its expense, to confirm compliance with applicable codes and specifications. The contractor shall cooperate with and participate in all inspections.

I. Site Visitation and Scoping for Estimates

While it is not the University’s intent to have routine cost estimates developed via a site visit and estimate submission, it may be necessary from time to time to require the expertise of an awarded contractor to assist with the development of scope, and the associated costs for customer estimates. In these cases the contractor will be paid at standard billing rates for time needed to prepare the estimate.

J. Construction Site Presentation and Turnover

All work order assignments should be treated as if the space is occupied. It is expected that each trade will have and use a shop vacuum, dust protection, and/or temporary partitions as necessary to contain and clean project sites. Each contractor is expected to maintain the worksite free of any debris, resulting from their scope of work. Daily cleaning of the site is expected. University dumpsters may not be used for construction debris. If a site specific dumpster is necessary, placement will be coordinated with the assigned WSU Project Manager.

K. General Conditions

The terms and conditions of the University’s General Conditions and Supplemental General Conditions apply to this contract and can be reviewed in sections 700, 800, and 1000 of the Standard Agreement between the University and Contractor. These are located in Appendix 4.
L. Management and Supervision

All construction mechanics will report and communicate daily through the assigned WSU Project Manager. Contractor may appoint a foreman to oversee the placement of multiple crews for project assignments, when applicable.

M. Disposal, Dumping, and Transmittal Manifest

Disposal of materials and dumping must be at facilities approved to receive construction waste. Disposal and dumping fees may be recovered at cost plus mark-up, only when accompanied by manifest/receipts from the receiving facility. In the event of hazardous waste, contaminated spoils, or remediation it will be necessary to coordinate with the project manager and the WSU Office of Environmental Health and Safety (OEHS) to obtain the appropriate shipping manifest and disposal procedures.

N. Work Order Close-outs and Turn Over Documents

All completed assignments must be accompanied by materials summaries and a sketch of modified facilities performed by the assignment, for the purposes of maintaining accurate building floor plans.

O. Substantial Completion and Warranty Forms

All labor and materials for work completed on WSU’s campus will have a minimum one-year labor and material warranty as base contract, regardless of a Certificate of Substantial Completion document having been generated. On a case by case basis, WSU may elect to have a Certificate of Substantial Completion document prepared. If a warranty of greater than one year is required, the contractor may submit a cost for extending the warranty period. The University may accept or decline the proposed cost proposal without impact on the required minimum of a one year warranty period. All manufacturer’s warranties shall be extended to the University without limitation.

III. Contractors Services and Deliverables: (See Schedule C)

The scope of this project is to establish Time & Materials contracts with skilled trade and other specialty contractors to support small University renovation projects across campus. It is the University’s intention to award zero sum Contracts for Construction to an unspecified number of business entities, to support the construction of projects where the University manages the project delivery as if it were the general contractor. Contractors must “self-perform” all of the work associated with the trade or trades being quoted to be eligible for an award (no subcontracting; see Section II.C.).

A. The successful contractor will receive a contract to provide construction work on a time & materials basis according to the fees set forth in Schedule C of this RFP.
B. The University intends to select from 1 to 3 Contractors per trade as a result of this RFP effort, depending on the level of anticipated expenditures in each trade.
C. In general, the services to be provided by the Contractor shall include all typical meetings and correspondence to support construction activities.
D. On a project by project basis, Contractors will assist the University in optimizing the scope of work and provide advice on options regarding the site, scope, materials, methods, systems, schedules, and other conditions affecting development and construction of the project.
E. The University expects the Contractor to fully participate as a partner throughout the life of the contract
F. Contractors must comply with the University’s current Construction Design Standards and Computing and Information Technology Department (C&IT) Standards for the work.

NOTE: The University has a preferred vendor relationship with Siemens for building automation design and programming.
IV. RFP Schedule:

The University proposes the following schedule for the RFP and Contractor selection process:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of the RFP</td>
<td>August 24, 2016</td>
</tr>
<tr>
<td>Registration</td>
<td>August 29, 2016 by 5:00 p.m.</td>
</tr>
<tr>
<td>Mandatory Pre-proposal Meeting</td>
<td>August 30, 2016 at 2:00 pm, in the Welcome Center 1st Floor Auditorium, 42 W. Warren, Detroit, MI 48202</td>
</tr>
<tr>
<td>Final day / Deadline for Questions</td>
<td>September 1, 2016 by 12:00 p.m. to: Kimberly Tomaszewski, <a href="mailto:ac9934@wayne.edu">ac9934@wayne.edu</a> Copy to Kenneth Doherty, <a href="mailto:kenh-doherty@wayne.edu">kenh-doherty@wayne.edu</a></td>
</tr>
<tr>
<td>Delivery of Proposals</td>
<td>September 8, 2016 by 12:00 noon in the Purchasing Dept., Academic/Administration Bldg., 5700 Cass Avenue, 4th Floor – Suite 4200, Detroit, MI 48202</td>
</tr>
<tr>
<td>Short List Announced</td>
<td>Week of September 19, 2016</td>
</tr>
<tr>
<td>Vendor Presentations (at the discretion of the University)</td>
<td>* Week of September 19, 2016</td>
</tr>
<tr>
<td>Selection</td>
<td>Week of September 26, 2016</td>
</tr>
<tr>
<td>Contract Negotiations and Execution</td>
<td>Week of September 26, 2016</td>
</tr>
<tr>
<td>Commencement of Services</td>
<td>As Stated in Final Contract</td>
</tr>
</tbody>
</table>

* The University reserves the right to adjust this date at its own discretion.

V. Proposal Requirements:

All contractors responding to this RFP must submit complete information requested in this section and clearly note any exceptions to any information contained in the RFP. Responses are limited to 15 pages total, one sided, and eleven (11) point font. (This is inclusive of all required documents and schedules and any optional material included at the discretion of the respondent, but tab sheets and the cover pages do not count in the overall document count.) Responses will be evaluated based upon selection criteria outlined in Section VI. Responses must present information in a clear and concise manner, following the format indicated below:

A. **Executive Summary:**
   Provide a one page summary describing your understanding of the RFP requirements, and what unique qualities differentiate your company from others responding to this Request for Proposal. List all primary team members and define their roles in delivering skilled trade services to the University. Describe in summary fashion the experience your team has with skilled trade work similar to the trade(s) proposed, by indicating the use, quantity and cost relative to a time frame (for example, note actual work completed over the past three years, with an average contract amount for each).

B. **Company Contact Information and Company Overview:**
   Clearly identify the name, address, e-mail and fax numbers of the company representative designated to receive all RFP information, addenda or any other official correspondence relating to the project. Provide a profile of the local office presence and capabilities of the local office to support the University.

C. **Experience:**
   Provide detailed information on previous skilled trades experience as it may relate to the scope, size and complexity of University work. Evidence of previous experience with projects similar in nature and completed within similar environments will be heavily weighted in the selection criteria.

D. **Team:**
   Identify your company’s proposed project team. Include the staff qualifications, resumes, roles and responsibilities that make them ideal candidates for the University.
E. Approach:
Describe your team’s approach delivering skilled trades work, estimating, and interacting with the customers, and the challenges anticipated in performing services on campus. What distinguishes your team from your competition? What makes your team the best qualified to perform projects for the university?

F. Proposed Fee:
Vendors are to indicate their ability to provide skilled trades services as listed in Schedule C, and the hourly rates provided. No additional costs or reimbursable costs are allowed other than those outlined above in Item II. A. Remuneration; and Item II. B. Cost of Materials.

G. Time & Materials Zero Sum Construction Contract:
The University’s contract documents are attached to this RFP (Appendix 3.) Contract language is nonnegotiable. Vendors must indicate their willingness to do business with the University under these terms in their Proposal response.

VI. Selection and Evaluation Criteria:
The selection committee will review and consider the following:
- Accurate and specific responses to all requests for information as outlined in this RFP.
- If needed, the quality and comprehensiveness of responses from interviews for short listed teams.
- The quality and comprehensiveness of the team approach as presented in the proposal response and any subsequent qualification meetings.
- The qualifications and experience of the proposed team members and a demonstration of their ability to successfully deliver skilled trades services in an efficient and cost effective manner.
- Reference checks of any references provided by the firm.
- Willingness to accept both the Wayne State University Proposed Hourly Rates and the Wayne State University Time & Materials Zero Sum Construction Contract.

These criteria are not listed in any particular order.
The University reserves the right to request additional information at any time during the selection process.

Expenses for developing and presenting response proposals are considered to be marketing expenses, and shall be the responsibility of the Contractor and shall not be reimbursed by the University. All supporting documentation submitted with this proposal will become the property of the University and may be subject to Freedom of Information Act disclosure.

Following the evaluation of the proposals, a ‘short list’ will be determined. Select respondents may be invited to attend a formal review meeting with selected university representatives to facilitate a final selection of skilled trades contractors.

VII. Schedules to be Submitted with Vendor Proposal:

Schedule A: Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement
Schedule B: Insurance Requirements
Schedule C: Labor and Material Rate Summary
Schedule D: Summary Questionnaire
RESPONSE TO WAYNE STATE UNIVERSITY
REQUEST FOR PROPOSAL
RFP: Time & Materials Work for Miscellaneous Trades
AND TO ANY AMENDMENTS, THEREOF
DATED: August 24, 2016

PROPOSAL CERTIFICATION, ACKNOWLEDGEMENTS,
and NON_COLLUSION AFFIDAVIT

VENDOR is to certify its proposal as to its compliance with the Request for Proposal specifications using the language as stated hereon.

ACKNOWLEDGEMENTS

By virtue of submittal of a Proposal, VENDOR acknowledges and agrees that:

- All of the requirements in the Scope of Work of this RFP have been read, understood and accepted.
- The University’s General Requirements and Guidelines have been read, understood and accepted.
- Compliance with the Requirements and/or Specifications, General Requirements and Guidelines, and any applicable Supplemental Terms and Conditions will be assumed acceptable to the VENDOR if not otherwise noted in the submittal in an Exhibit I, Restricted Services.
- The Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal or State of Michigan department or agency.
- Wayne State University is a constitutionally autonomous public university within Michigan’s system of public colleges and universities, and as such, is subject to the State of Michigan Freedom of Information Act 442 of 1976. Any Responses to Proposals, materials, correspondence, or documents provided to the University are subject to the State of Michigan Freedom of Information Act, and may be released to third parties in compliance with that Act, regardless of notations in the VENDOR’s Proposal to the contrary.
- All of the Terms and Conditions of this RFP and Vendor’s Response Proposal become part of any ensuing agreement.
- The individual signing below has authority to make these commitments on behalf of Supplier.
- This proposal remains in effect for [120] days.

VENDOR, through the signature of its agent below, hereby offers to provide the requested products/services at the prices specified, and under the terms and conditions stated and incorporated into this RFP.

PROPOSAL CERTIFICATION

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of this Proposal states that the Proposal contained herein is complete and is in strict compliance with the requirements of the subject Request for Proposal dated August 24, 2016, except as noted in Exhibit 1, the “Restricted Services/Exceptions to RFP” section of the Proposal. If there are no modifications, deviations or exceptions, indicate “None” in the box below:

- □ NONE – There are no exceptions to the University’s requirements or terms
- □ YES – Exceptions exist as shown in Exhibit 1, Restricted Services.

NON-COLLUSION AFFIDAVIT
The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other VENDORS, or with any official of the UNIVERSITY or any employee thereof, or any person, firm or corporation under contract with the UNIVERSITY whereby the VENDOR, in order to induce acceptance of the foregoing Proposal by said UNIVERSITY, has paid or given, or is to pay or give to any other VENDOR or to any of the aforementioned persons anything of value whatever, and that the VENDOR has not, directly or indirectly entered into any arrangement or agreement with any other VENDOR or VENDORS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The VENDOR hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, potential proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other proposers or potential proposers, or to obtain through any unlawful act an advantage over other proposers or the college.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the proposer without consultation with other proposers or potential proposers or foreknowledge of the prices to be submitted in response to this solicitation by other proposers or potential proposers on the part of the proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

________________________________________________________

CONFLICT OF INTEREST

The undersigned proposer and each person signing on behalf of the proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the UNIVERSITY, nor any employee, or person, whose salary is payable in whole or in part by the UNIVERSITY, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Any notice required under the Agreement shall be personally delivered or mailed by first class or certified mail, with proper postage, prepaid, to the Subject VENDOR at the following address:

Company Name: _________________________________________________________
Address:  _________________________________________________________
________________________________________________________
Telephone:  (________________)_______________________________________
Fax:   (________________)_______________________________________
Tax Payer ID:  _________________________________________________________
Signature  _________________________________________________________
Typed Name  _________________________________________________________
____________________________________    ___________________
(Title)                                                  (Date)

The Internal Revenue Code requires recipients of payments which must be reported on Form 1099 to provide their taxpayer identification number (TIN).
T.I.N. (Taxpayer Identification Number, Federal Identification Number, or Social Security Number).
Schedule B - INSURANCE REQUIREMENTS (Rev 2-2015)

____________________________________________, at its sole expense, shall cause to be issued and maintained in full effect for the term of this agreement, insurance as set forth hereunder:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>General Requirements</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commercial General Liability (CGL)</td>
<td>CGL insurance should be written on ISO form CG 00 01 (or equivalent substitute)</td>
<td>Contracts valued at $100,000 per year or more</td>
</tr>
</tbody>
</table>

- **Minimum Requirement: $1,000,000 combined single limit**
- **Annual Aggregate: $2,000,000**
- **Umbrella Liability per occurrence and in the annual aggregate of $5,000,000.**

2. Commercial Automobile Liability (including hired and non-owned vehicles) | $1,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate. |

3. Workers' Compensation (Employers' Liability) | Required by the State of Michigan and Employer's Liability in the amount of $500,000 per accident for bodily injury or disease. |

**Maximum Acceptable Deductibles**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$5,000</td>
</tr>
<tr>
<td>Commercial Automobile Liability</td>
<td>0</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>0</td>
</tr>
<tr>
<td>Property - All Risk</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

**Coverage**

1. All liability policies must be written on an occurrence form of coverage.
2. Commercial General Liability (CGL) includes, but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers.
3. The Board of Governors of Wayne State University shall be named as an additional insured, but only with respect to accidents arising out of said contract.
4. The additional insured provision shall contain a cross liability clause as follows: “The insurance afforded applies separately to each insured against whose claim is made or suit is brought, except with respects to the limits of the company's liability.”
5. The insurance company for each line of insurance coverage will be reviewed and checked per the A.M. Best’s Key Rating Guide. **A rating of not less than “A-” is required**

**Certificates of Insurance**

1. Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the minimum required coverage must be forwarded to the Office of Risk Management to be verified and authenticated with the agent and/or insurance company.
2. Certificates shall contain a statement from the insurer that, for this contract, the care, and custody or control exclusion is waived.
3. Certificates shall be issued on an ACORD form or one containing the equivalent wording, and require giving WSU a thirty (30) day written notice of cancellation or material change prior to the normal expiration of coverage.
4. Revised certificates must be forwarded to the Office of Risk Management thirty (30) days prior to the expiration of any insurance coverage listed on the original certificate, as follows:

Wayne State University
Office of Risk Management
5700 Cass Avenue, Suite 4622 AAB
Detroit, MI 48202

**Specific Requirements** - Individual contracts may require coverage in addition to the minimum general requirement such as, business interruption, higher limits and or blanket fidelity insurance.

**Exception to the insurance requirements** is to be approved, in writing, by the Office of Risk Management. Exceptions are determined by the type and nature of the contract and the individual contractor.

---

**Schedule C**

**Fixed Cost Schedule**

(download separately from the Website)

http://www.forms.purchasing.wayne.edu/Building_Design.html
**Labor and Material Rate Summary**

The University shall pay the Contractor in accordance with the “Time and Materials” remuneration agreement for the performance of all work associated with the terms of this agreement; which is incorporated by reference and made a part hereof; invoiced on a per work order assignment in accordance with the RFP.

**Hourly Charge Rate:**
- Non-Capitalized Equipment
- Disposal/Dumping
- Mark-up on Materials
- Consumables (% of Labor and Material total)

<table>
<thead>
<tr>
<th>Area of Trade Labor (X)</th>
<th>Category</th>
<th>Classification</th>
<th>Labor Wage Rate</th>
<th>Overtime Rate Increase</th>
<th>Double Time Rate Increase</th>
<th>Prevailing Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos &amp; Lead Abatement</td>
<td>Hazardous Material Handler\Laborer</td>
<td>58.00</td>
<td>21.50</td>
<td>43.00</td>
<td>40.75</td>
<td></td>
</tr>
<tr>
<td>Carpentry</td>
<td>Carpenter</td>
<td>77.00</td>
<td>28.75</td>
<td>57.25</td>
<td>56.59</td>
<td></td>
</tr>
<tr>
<td>Carpentry</td>
<td>Carpenter</td>
<td>68.25</td>
<td>24.00</td>
<td>48.00</td>
<td>50.21</td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td>Inside Wireman</td>
<td>78.00</td>
<td>30.00</td>
<td>60.00</td>
<td>60.09</td>
<td></td>
</tr>
<tr>
<td>Fire Protection</td>
<td>Sprinkler Fitter</td>
<td>91.00</td>
<td>34.25</td>
<td>68.25</td>
<td>65.82</td>
<td></td>
</tr>
<tr>
<td>Glass &amp; Glazing</td>
<td>Glazier</td>
<td>63.50</td>
<td>23.75</td>
<td>47.50</td>
<td>48.10</td>
<td></td>
</tr>
<tr>
<td>Masonry</td>
<td>Cement Mason</td>
<td>70.50</td>
<td>24.75</td>
<td>49.75</td>
<td>50.05</td>
<td></td>
</tr>
<tr>
<td>Mechanical</td>
<td>Pipefitter</td>
<td>88.00</td>
<td>33.50</td>
<td>67.00</td>
<td>67.83</td>
<td></td>
</tr>
<tr>
<td>Mechanical</td>
<td>Sheet Metal</td>
<td>85.25</td>
<td>34.00</td>
<td>68.00</td>
<td>63.15</td>
<td></td>
</tr>
<tr>
<td>Painting</td>
<td>Painter</td>
<td>56.50</td>
<td>20.75</td>
<td>41.25</td>
<td>43.57</td>
<td></td>
</tr>
<tr>
<td>Plumbing</td>
<td>Plumber</td>
<td>89.00</td>
<td>33.75</td>
<td>67.75</td>
<td>64.45</td>
<td></td>
</tr>
<tr>
<td>Security\data</td>
<td>Sound and Communication Installer</td>
<td>49.50</td>
<td>18.50</td>
<td>37.00</td>
<td>38.11</td>
<td></td>
</tr>
<tr>
<td>Signage</td>
<td>Carpenter</td>
<td>77.00</td>
<td>28.75</td>
<td>57.25</td>
<td>51.19</td>
<td></td>
</tr>
<tr>
<td>Window Coverings</td>
<td>Carpenter</td>
<td>77.00</td>
<td>28.75</td>
<td>57.50</td>
<td>51.19</td>
<td></td>
</tr>
</tbody>
</table>

Apprentice labor is acceptable at a ratio of two journeymen to one apprentice. When only two tradesmen are present, a one to one ratio will be accepted. Apprentice labor will be paid at a rate of no more than the prevailing wage rate for the current level plus 30% inclusive of all costs.

Company Name: _________________________________________________________

Signature  _________________________________________________________

Typed Name  _________________________________________________________

____________________________________    ___________________
(Title)                                                  (Date)
**SCHEDULE D - SUMMARY QUESTIONNAIRE**

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>ALTERNATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Did you attend the mandatory Pre-Proposal meeting on (Pre-Bid Date)?</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Did your company provide a certificate of insurance or other documentation demonstrating the ability to meet or exceed all our minimum requirements?</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Did your company provide the required Proposal Certification, Non-Collusion Affidavit and Vendor Acknowledgement, Schedule A?</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Does your company agree to the hourly rates and material markup rates listed in Price Schedule C?</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Please complete the following questions:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total number of employees in your company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total years in business with this company name</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Does your company agree to provide financial reports to the University upon request?</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Are there any conflicts of interest in doing business with the University?</td>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td>8.</td>
<td>Did your company provide a “Restricted Services” exhibit, EXHIBIT 1?</td>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td>9.</td>
<td>Does your company agree to provide a list of lost accounts in excess of $25,000?</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Did your company quote services at prevailing wage rates where applicable and clearly indicate such in your proposal?</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Does your company accept the University Contract without change or modification?</td>
<td></td>
</tr>
</tbody>
</table>

12. **ADDENDA:** The undersigned affirms that the cost of all work covered by the following Addenda are included in the proposal.

   - Addendum No. ___ Date __________
   - Addendum No. ___ Date __________
   - Addendum No. ___ Date __________
   - Addendum No. ___ Date __________
   - Addendum No. ___ Date __________
   - Addendum No. ___ Date __________
Addendum No. ___ Date __________  Addendum No. ___ Date ____________

Company Name: _________________________________________________________
Signature: _____________________________________________________________
Typed Name: ___________________________________________________________

____________________________________   ___________________
                        (Title)                           (Date)
APPENDICES

Appendix 1,  WSU Campus Map / Available Parking
Appendix 2,  Project Site Map
Appendix 3,  WSU Sample Contract for Contractors Service
Appendix 4,  University’s General Conditions and Supplemental General Conditions
APPENDIX 1

(Wayne State University Campus Map)

See web site:

http://campusmap.wayne.edu/

A detailed list of Cash & Coin operated lots can be viewed at
http://purchasing.wayne.edu/cash_and_credit_card_lots.php
REGISTRATION/INTENT FORM
RFP: Time & Materials Work for Miscellaneous Trades / Kimberly Tomaszewski

Please use this form to indicate your attendance at our mandatory Pre-proposal meeting to be held on, August 30, 2016 at 2:00 pm (EST) and your intent to submit a proposal for the services listed. Please type or print the information requested below, then email to attention Kimberly Tomaszewski at ac9934@wayne.edu by, August 29, 2016, 12:00 noon.

VENDOR Name: ____________________________________________

VENDOR Address: ____________________________________________

Contact Person: ____________________________________________

Telephone: (______) ________________________________________

Fax: (______) ______________________________________________

E-mail _______________________________________________________

YES ________ I will be attending the mandatory Pre-proposal meeting on August 30, 2016

Location: Welcome Center
42 W. Warren,
1st Floor Auditorium
Detroit, MI 48202

Time: 2:00 pm (EST)

NO _________ I will not participate in the Request for Proposal and will not be present at the meeting.

I understand that this will not affect our status as a potential supplier to Wayne State University.

Thank you for interest shown in working with Wayne State University.

Kimberly Tomaszewski
Senior Buyer
APPENDIX 3

CONTRACT FOR TIME AND MATERIAL CONSTRUCTION SERVICES

CONTRACT TEMPLATE
AGREEMENT BETWEEN THE UNIVERSITY AND CONTRACTOR
FOR CONSTRUCTION SERVICES

Executed as of the ______ day of ___________, 2012 by and between:

The Board of Governors, Wayne State University
Detroit, Michigan 48202
(The University)

And

CONTRACTOR’S_NAME
CONTRACTOR’S_ADDRESS

Regarding

Time and Materials Services
In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

**Article 1 - Scope of Work**

1.1 This Agreement provides for __________________ construction services at Miscellaneous Campus Locations, in accordance with the University RFP for Time and Materials Work dated October 05, 2012, which is incorporated by reference and made a part hereof. The documents listed in Article 4 fully define the scope of work.

1.2 The Contractor shall furnish all the labor, materials, equipment, services, and supervision to perform all the work shown on the drawings and specifications listed in Article 17, including any addenda issued during the bid phase, and approved change orders issued during the construction phase.

1.3 The Contractor shall notify the University in writing within five (5) calendar days when the Contractor discovers any condition that will affect the contract amount or the completion date.

**Article 2 - Time of Completion**

2.1 The work to be performed under this Agreement shall commence upon the Contractor’s receipt of a fully-executed Agreement, and will expire on September 30, 2018.

**Article 3 - The Contract Sum**

3.1 The University shall pay the Contractor via a “Time and Materials” remuneration agreement for the performance of all work associated with the Contractor’s Bid, which is incorporated by reference and made a part hereof; invoiced on a per work order assignment in accordance with the RFP.

<table>
<thead>
<tr>
<th>Labor and Wage Breakdown Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Charge Rate:</td>
</tr>
<tr>
<td>$rate</td>
</tr>
<tr>
<td>Non-Capitalized Equipment:</td>
</tr>
<tr>
<td>Cost plus mark-up %</td>
</tr>
<tr>
<td>Disposal/Dumping:</td>
</tr>
<tr>
<td>Cost plus mark-up %</td>
</tr>
<tr>
<td>Mark-up on Materials:</td>
</tr>
<tr>
<td>10.00%</td>
</tr>
<tr>
<td>Consumables and Incidentals*:</td>
</tr>
<tr>
<td>5%</td>
</tr>
</tbody>
</table>

*Percent of Labor and Material total before markups

3.2 DELETED

3.3 DELETED
Article 4 - The Contract Documents

4.1 The Contract Documents shall consist of this Agreement, the drawings and specifications as listed in Article 17, the General Conditions of the Contract for Construction as defined by AIA Document A201 1970 Edition, except as otherwise provided herein, Wayne State University’s Supplementary General Conditions 1997 Edition, and the University RFP for Time and Materials Work dated October 05, 2012.

4.2 For any inconsistencies found among or between these Contract Documents, the language contained in this Agreement shall prevail over all other documents and the Supplementary General Conditions shall prevail over the General Conditions. In the event of a conflict between the Drawings and Specifications, the requirement for the higher quantity and/or higher quality shall prevail.

Article 5 – Examination of Premises

5.1 The Contractor acknowledges that the University provided the opportunity for a thorough examination of the project site and its surroundings and that the Contractor knows of no conditions preventing accomplishment of the full scope of work within the time and for the amount specified in this Agreement.

5.2 The University will deny all claims for additional time and/or cost for conditions that could have been reasonably discovered during such an examination.

Article 6 - The Architect/Engineer

6.1 The Architect/Engineer for this project is: N/A

6.2 The University will appoint a Project Manager who will be the University’s point of contact for all matters of contract administration including, but not limited to, interpretation of documents, defining the scope of work, approving work schedules, and approving contract payments.

Article 7 - Additional Work

7.1 The University reserves the right to let other Agreements in connection with this work. The Contractor will afford other Contractors or the University’s own workforce reasonable opportunity for the delivery and storage of their material and for the performance of their work and shall properly connect and coordinate its work with theirs.

7.2 If any part of the Contractor’s work depends for proper execution or results upon the work of another Contractor or the University’s own workforce, the Contractor shall inspect and promptly report to the University’s Project Manager any defects in such work that render it unsuitable for such proper execution and results. The Contractor’s failure to so inspect and report shall constitute an acceptance of the work of others as fit and proper.
for reception of the Contractor’s work and as a waiver of any claim or defense against the University or other contractor which relies in whole or in part upon the contention that such work was unsuitable for proper execution and resolution.

**Article 8 – Dispute Resolution**

8.1 Jurisdiction over all claims, disputes, and other matters in question arising out of or relating to this contract or the breach thereof, shall rest in the Court of Claims of the State of Michigan. No provision of this agreement may be construed as Wayne State University’s consent to submit any claim, dispute or other matter in question for dispute resolution pursuant to any arbitration or mediation process, whether or not provisions for dispute resolution are included in a document which has been incorporated by reference into this agreement. Specifically, all references to Arbitration contained in the General Conditions are superseded by this Article.

8.2 In any claim or dispute by the Contractor against the University, which cannot be resolved by negotiation, the Contractor shall submit the dispute in writing for an administrative decision by the University’s Vice President for Finance and Administration, within 30 days of the end of negotiations. Any decision of the Vice President shall be made within 45 days of receipt from the Contractor and is final unless it is challenged by the Contractor by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision. The Contractor agrees that appeal to the Vice President is a condition precedent to filing suit in the Michigan Court of Claims.

8.3 For purposes of this section, the “end of negotiations” shall be deemed to have occurred when:

8.3.1 Either party informs the other that pursuant to this section, negotiations are at an impasse; or

8.3.2 The Contractor submits the dispute in writing to the Vice President.

8.4 Unless otherwise agreed by the University in writing, and notwithstanding any other rights or obligations of either of the parties under any Contract Documents or Agreement, the Contractor shall continue with the performance of its services and duties during the pendency of any negotiations or proceedings to resolve any claim or dispute, and the University shall continue to make payments in accordance with the Contract Documents; however, the University shall not be required or obligated to make payments on or against any such claims or disputes during the pendency of any proceeding to resolve such claims or disputes.

**Article 9 - Termination for Convenience**

9.1 Upon thirty days written notice to the Contractor, the University may, without cause and without prejudice to any other right or remedy of the University, elect to terminate the contract. In such case, the Contractor shall only be paid (without duplication of any items), using a Close out Change Order, for the following:
9.1.1 For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

9.1.2 For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, including fair and reasonable sums for overhead and profit on such expenses.

9.2 The Contractor shall not be paid on account of loss of anticipated profits or revenue, delay or disruption, or other economic loss arising out of or resulting from such termination. For purposes of this section, “fair and reasonable sums for overhead and profit” shall be determined by reference to Michigan law, without reference to principles used for such determinations in arbitration.

**Article 10 – Remuneration, Invoicing And Payment**

10.1 Remuneration will be based on the actual cost of time and materials, and may, in the case of carpeting, vinyl composition flooring, painting, and concrete be based on unit pricing. Under this contract relationship, no construction will be based on fixed, lump-sum pricing. There may be occasion when the University chooses to assign work based on lump-sum, but such assignments will require the execution of separate Contracts for Construction that specifically define the contract sum as being based on a proposed lump-sum price. All assignments shall be based on estimated costs proposals associated with a defined scope of work provided by the University’s project manager. All proposals shall summarize the project scope.

10.2 Invoices shall be submitted on a project by project basis, and represent the cost exclusive to a single work order. A labor wage breakdown should be completed for each classification intended on WSU work order assignments including but not limited to apprentice, journeyman, and foreman. Invoices must include a listing of all applicable construction labor by name, the quantity of hours being billed, the hourly charge-out rate, and the extended cost. Materials must be billed at cost plus the mark-up.

10.3 Supporting documentation required with each invoice shall include certified payroll forms showing the same construction mechanics listed on the invoice, the job classification code for each, as established by the Prevailing wage schedule, and other pertinent data required of the form. Copies of material and unusual/uncommon equipment rental invoices from suppliers shall also accompany payment requests. Invoices for the cost of materials and supplies drawn from the bidder’s warehoused inventory must be accompanied by current supplier invoices. Supplier invoices shall be used to evidence material costs, and the daily summary time sheets that are field signed by the customer. Appropriate waivers with each work assignment, a sworn statement for work assignments that involve a subcontractor “with value and/or materials in excess of $1,000.00”. All payment application requirements and contract conditions apply to the subcontractor as well.
10.4 Inventory carrying costs shall be disallowed. Supporting documentation for the cost of labor, the cost of materials, and the costs of unusual/uncommon equipment must reconcile with invoice summaries. If not, invoices will be rejected until such time as acceptable supporting documentation is provided. The bidder should include the time and effort associated with the contractor providing supporting documentation, in the proposed hourly charge-out rate under overhead and profit.

10.5 When the assignment leads to a desire by the contractor for partial payments, the invoice format must coincide with information similar to an AIA G701 and G702 Application for Payment. All substantially complete work order assignments must be invoiced in 30 days or less, and accompanied by the work order close out documents explained herein.

**Article 11 - Acceptance and Final Payments**

11.1 Final payment on a properly submitted invoice shall be due thirty (30) days after submission, provided the work is fully completed and the work order is fully performed. Contractor invoices WILL NOT, however, be considered properly submitted until all listed certified payroll documents are received.

**Article 12 - Non-Discrimination**

12.1 The Contractor agrees that it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, age, national origin, or ancestry. Breach of this covenant may be regarded as material breach of this Agreement.

12.2 The Contractor further agrees that it will, in all subcontracts relating to the performance of the work under this Agreement, provide in its subcontracts that the subcontractor will not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, age, color, religion, national origin or ancestry. Breach of this covenant may also be regarded as a material breach of this Agreement.

**Article 13 - Prevailing Wages**

13.1 The Contractor and each subcontractor shall pay to each class of mechanics and laborers not less than the wage and fringe benefit rates prevailing in the Detroit Metropolitan Area, as determined by the United States Department of Labor. The Contractor shall post on site, in a conspicuous place, a copy of all applicable wage and benefit rates, and shall provide the University with a copy of the applicable wage and benefit rates.

13.2 The Contractor and each subcontractor shall keep an accurate record showing the name and occupation of and the actual benefits and wages paid to each laborer and mechanic employed in connection with this contract. The Contractor and each subcontractor shall make certified payroll records available to the University’s representatives upon request.
13.3 If a Contractor or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within ten (10) days after notice to do so by the University, the University shall have the right, at its option, to do any or all of the following:

13.3.1 Withhold all or any portion of payments due the Contractor as may be considered necessary by the University to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this Agreement and the actual wage and fringe benefits paid.

13.3.2 Terminate part or all of this Agreement or any subagreement and proceed to complete the Agreement or subagreement by separate agreement with another Contractor or otherwise, in which case the Contractor and its sureties shall be liable to the University for any excess costs incurred by the University.

13.4 The Contractor shall include terms identical or substantially similar to this section in any Agreement or subagreement pertaining to the project.

**Article 14 - Save Harmless**

14.1 The Contractor shall indemnify, defend and hold harmless the University, its agents and employees from any and all loss, damage, claims, and causes of action whatsoever, including all costs, expenses and attorneys’ fees arising out of Contractor’s performance of obligations under the terms and conditions of this agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the negligence of the University, its agents other than the Contractor, or its employees.

**Article 15 - Liquidated Damages**

15.1 N/A

**Article 16 - Interpretation**

16.1 This Agreement shall be interpreted and construed according to the laws of the State of Michigan.

16.2 If one part of this Agreement is found to be void by legal or legislative action, the remainder of the contract remains in full effect.

**Article 17 - Drawings and Specifications**

17.1 The Technical Specifications are specific to each time and materials work order assignment, and represent the scope of work as defined in the Contract Documents from Article 4.
IN WITNESS WHEREOF the parties to these presents have hereunto set their hands as of the day and year first written above.

Signed, sealed and delivered
In the presence of:

CONTRACTOR’S NAME GOES HERE

By __________________________________________
Signature

Please print name here

Date signed

Title

Witness

THE BOARD OF GOVERNORS of WAYNE STATE UNIVERSITY

By

William Decatur, Vice President for Finance and Business Operations

Date signed

Form Contract Approved by OGC 01/13 - LG

File reference here
APPENDIX 4

GENERAL CONDITIONS

A. Although AIA Document A201 - Twelfth Edition (April 1970) - "General Conditions of the Contract for Construction" is not bound herein, it forms a part of these construction documents.

B. A reference copy of AIA Document A201 - Twelfth Edition (April 1970) - "General Conditions of the Contract for Construction" is on file at the following location:

Wayne State University
Finance & Facilities Management
Procurement & Strategic Sourcing
Academic / Administrative Services Building
5700 Cass Avenue
Detroit Michigan 48202

C. The Contract Documents shall consist of the Purchase Order, this Agreement, the drawings and specifications as listed in Article 17, the General Conditions of the Contract for Construction as defined by AIA Document A201 1970 Edition, except as otherwise provided herein, and Wayne State University's Supplementary General Conditions 1997 Edition. The attention of all Contractors is called to the General Conditions, Supplementary General Conditions, and Special Conditions, all of which are a part of the Specifications covering all work including Subcontracts, materials, etc. Special attention is called to those portions dealing with Labor Standards, including wages, fringe benefits, Equal Employment Opportunities, and Liquidated Damages.
SUPPLEMENTARY GENERAL CONDITIONS

OF

THE CONTRACT FOR CONSTRUCTION

Facilities Planning & Management - Design & Construction Services

Wayne State University
WSU SUPPLEMENTARY GENERAL CONDITIONS
OF THE
CONTRACT FOR CONSTRUCTION

NOTE: The following items related to A.I.A. General Conditions, A.I.A. Document A-201 - Twelfth Edition (April 1970), by specific number being amended to. These items, as amendments, shall have precedence over the article being amended.

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.5 The Agreement

The Agreement executed by the Contractor and the Owner.

1.2 EXECUTION, CORRELATION, INTENT, AND INTERPRETATIONS

1.2.6 "General Conditions and "Supplementary General Conditions" apply with equal force to all Contractors, Subcontractors work, and extra work required under this Contract.

1.2.7 Precedence of Drawings and Specifications.
The Agreement has precedence over WSU Supplementary General Conditions.

WSU Supplementary General Conditions have precedence over A.I.A. A-201 General Conditions of the Contract.

Specifications have precedence over drawings. Full-size drawings have precedence over scale drawings. Large-scale plans and details have precedence over small-scale plans and details. Figured dimensions have precedence over plans and elevations.

ARTICLE 2 - ARCHITECT

2.1 DEFINITION

2.1.1.1 The term Architect or Architect/Engineer as used in these specifications refers to Facilities Planning and Management - Design Services, and/or Consulting Architect/Engineer.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.16 The Architect will assign Field Representatives to make periodic visits to the project for the purpose of assisting the Architect in carrying out his field responsibilities at the site. The duties, responsibilities and limitations of authority of any such Field Representative shall be as follows:

a. Explain Contract Documents: Assist the Contractor via the Contractor's Superintendent to understand the intent of the Contract Documents.

b. Observations: Conduct on-site observations and spot checks of the work in progress as a basis for determining conformance of the work, material, and equipment with the Contract Documents.

c. Additional Information: Obtain from the Architect, additional details or
information, if and when required, at the job site for proper execution of the work.

d. Modifications: Consider and evaluate suggestions or modifications which may be submitted by the Contractor and report them with recommendations to the Architect for final decision.

e. Construction Schedule and Completion: Be alert to the completion, and report same to the Architect. When the construction work has been completed in accordance with the Contract Documents, advise the Architect that the work is ready for general inspection and acceptance.

f. Job Conferences: Attend and report to the Architect on all required conferences held at the job site.

g. Observe Tests: See that tests which are required by the Contract Documents are actually conducted; observe, record and report to the Architect all details relative to the test procedures; and advise the architect's office in advance of the schedules of tests.

h. Inspection by Others: If inspectors, representing local, state or federal agencies having jurisdiction over the project, visit the job site, accompany such inspectors during their trips through the project, record the outcome of these inspections, and report same to the Architect's office.

i. Shop Drawings: Do not permit the installation of any materials and equipment for which shop drawings are required unless such drawings have been duly approved and issued by the Architect.

j. Contractor's Requisitions for Payment: Review and make recommendations to the Architect for disposition.

k. List of Items for Correction: After substantial completion, make a list of items for correction before final inspection and check each item as it is corrected.

l. Owner's Occupancy of the Building: If the Owner occupies (to any degree) the building prior to actual completion of the work by the Contractor, be especially alert to possibilities of claims for damage to completed work prior to the acceptance of the building.

m. Owner Existing Operation: In the case of additions to or Demolition of an existing facility, which must be maintained as an operational unit, be alert to conditions on the job site which may have an effect on the Owner's existing operation.

n. Limitations of Authority: Do not become involved in any of the following areas of responsibility unless specific exceptions are established by written instructions issued by the Architect.

   aa. Do not authorize deviations from the Contract Documents.

   bb. Avoid conducting any test personally.

   cc. Do not enter into the area of responsibility of the Contractor's field superintendent.

   dd. Do not expedite job for Contractor unless so instructed by the Architect.
ee. Do not advise on or issue directions relative to any aspect of the building technique or sequence unless a specific technique or sequence is called for in the Specifications or by written instructions from the Architect.

ff. Do not approve shop drawings or samples.

gg. Do not authorize or advise the Owner to occupy the Project, in whole or in part, prior to the final acceptance of the building.

hh. Do not issue a Certificate for Payment.

ARTICLE 3 - OWNER

3.5 OWNER'S RIGHT TO DO WORK

3.5.1 The Owner may exercise his right, which is hereby acknowledged by the Contractor, to let independent of the Contract for the work herein specified, any other work on the premises even if of like character and trades, and the Owner shall not be liable for any damage, loss or expense incurred by the Contractor through the fault of any other Contractor so employed by the Owner. The Contractor acknowledges the necessity of work by others, to be performed at approximately the same time as the work hereunder, and agrees to perform his work in full cooperation with the work of such other trades and/or Contractors, partially or entirely completed, by such other trades and/or Contractors, or by the Owner, when, in the opinion of the Architect, such access or use is necessary for the performance and completion of any portion or all of the work of others or of any work on the site.

3.6 OWNER'S ACCESS AND PARTIAL OCCUPANCY

3.6.1 The Owner shall have access to the work at all times, and at his election, may from time to time (prior to the stipulated contract completion date) occupy any of the units or parts of the project as the work in connection therewith is complete to such a degree as will, in the opinion of the Owner, permit their temporary or permanent use. The Owner will, prior to any such partial occupancy, give notice to the Contractor thereof and such occupancy shall be upon the following terms:

a. Such occupancy shall not constitute an acceptance of work not performed in accordance with the Contract nor shall such occupancy relieve the Contractor of liability to perform any work by the Contract by not complete at the time of occupancy.

b. Except as otherwise provided by an agreement at the time of such partial occupancy, the Contractor shall be relieved of all maintenance costs on units or parts so occupied.

c. The Contractor shall not be responsible for wear and tear or damage resulting from partial occupancy.

d. The Owner shall assume risk of loss with respect to any unit or part so occupied.

e. The Contractor shall, if required by the Owner, furnish heat, light, water, or other such services to the units or parts occupied and the Owner shall make proper remuneration therefore to the Contractor.
3.6.2 The Contractor agrees that the Owner shall have the right, after seven (7) days' written notice to the Contractor, to place and install as much equipment and machinery during the progress of the work as is possible before the completion of the various parts of the work; and further agrees that such placing and installation of equipment shall not in any way evidence the completion of the work or any portion thereof, nor signify the Owner's acceptance of the work or any portion thereof. Should the Owner place or install such equipment and machinery with his own forces he shall be responsible for any damage to work of the Contractor caused by the Owner's work or workmen. Should the Owner have such placement or installation performed by another Contractor, then the Owner shall require said Contractor to be responsible for all such damage caused by his work, his workers, or his subcontractors.

ARTICLE 4 - CONTRACTOR

4.4 LABOR AND MATERIALS

4.4.3 All materials shall be so delivered, stored and handled to prevent the inclusion of foreign materials and the damage of materials by water or breakage. Packaged materials shall be delivered and stored in original packages until ready for use. Packages or materials showing evidence of water or other damage shall be rejected. All materials shall be of the respective qualities specified herein.

4.4.4 The Contractor shall be responsible for the proper care and protection of all his materials, equipment, etc., delivered at the site. Building materials, equipment, etc., may be stored on the premises subject to the approval of the Architect.

4.4.5 To insure timely availability of critical materials in case of national emergency, the Contractor may order his subcontractors to proceed with fabrication of the same earlier than required by normal sequence of construction. In the event storage facilities are not available on the site or at the source of fabrication, the Owner will endeavor to provide such storage space as may be available to care for same. Where this is necessary, the Contractor shall be paid for all stored material on the Owner's property or on the properties approved by the Owner upon approval of certified invoices. It shall be the Contractor's obligation to pay for all handling costs and damage to this material. The Contractor shall protect this property against damage.

4.6 TAXES

4.6.1 The Bidder shall include in his proposal and make payment of all Federal, State, County and Municipal taxes including Michigan State Sales and Use Taxes, now in force or which may be enacted during the progress and completion of the work covered.

4.7 PERMITS, FEES AND NOTICES

4.7.3 The Contractor shall pay highway or DPW fees for damages to sidewalks, streets, or other public property or to any public utilities.

4.7.4 Permits and licenses of a temporary nature necessary for the execution of the work shall be secured and paid for by the Contractor.

4.7.5 Except for the General Building Permit (which is not required), the Contractor shall secure and pay for all other required permits, including the following:

   Electrical - State of Michigan
4.7.6 The Contractor shall secure certificates of inspection and of occupancy that may be required by authorities having jurisdiction over the work. These certificates shall be delivered to the Architect upon completion of the work.

4.9 SUPERINTENDENT

4.9.2 The Contractor shall give sufficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions, and shall at once report to the Architect any error, inconsistency, or omission which he may discover, but he shall not be held responsible for their existence or discovery.

4.9.3 The Contractor's superintendent shall periodically inspect the entire project to make certain that all of the stipulations of all of the articles of the General Conditions are being observed.

4.12 DRAWINGS AND SPECIFICATIONS AT THE SITE

4.12.1.1 Refer to Paragraph 4.12.1, of A.I.A. General Conditions of the Contract for Construction. Modify the last sentence of this paragraph to read:

"The Drawings, marked to record all changes made during construction, shall be incorporated in the Contractor's 'Informational Package'.”

4.12.2 As a basic and interim step for the fulfillment of the "Informational Package", accurate records of all non-structural underground and concealed work shall be kept, including, but not limited to, all piping, conduit, equipment, and drainage and tunnel work. In addition, such records shall be available for review during various steps of the project.

4.13 SHOP DRAWINGS AND SAMPLES

4.13.9 Immediately before and as a condition of substantial completion, the Contractor shall provide the Owner an "Informational Package" and instructional sessions on the operation, maintenance, and service of the facility. The "Informational Package" shall include:

1. One (1) set of transparency (sepia) of the approved shop drawings and descriptive material submitted during construction. Any shop documents unobtainable in sepia shall be supplied in three (3) sets.

2. One (1) set of transparency (sepia) of constructional shop drawings with all installational revisions incorporated to reflect the as-built condition. Examples of constructional shop drawings are dimensioned conduit, piping and ductwork layout drawings.
3. Three (3) sets of instructional manuals on the installation, operation, maintenance and service of equipment and systems, including parts lists.

Examples of Specific Information Required:

1. **Electrical**
   a. Conduit layout of light, power, and special systems, indicating dimensionally the locations and size of runs; circuit grouping and conductor size and number in conduit runs.
   b. System description and elementary diagrams, connection and interconnection diagrams, and device internal diagrams.

2. **Mechanical**
   a. Piping and ductwork layout indicating dimensionally the location and size of the runs.
   b. Description and diagrams of control systems.

Following the submittal of the "Informational Package", the Contractor shall schedule and provide, at the Owner's convenience, instructional sessions for Owner's personnel to acquaint them with the operation, maintenance, and service of the system.

3. **Elevators**
   a. Elementary diagrams and description of sequence of operation of the system control components, connection and interconnection diagrams, and device internal diagrams.

---

**ARTICLE 5 - SUBCONTRACTORS**

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.3 Delete Article 5.2.3 in its entirety.

5.2.4 Delete Article 5.2.4 in its entirety.

**ARTICLE 7 - MISCELLANEOUS PROVISIONS (Revised 6-13-2011)**

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 The successful Bidder will be required to furnish a Performance Bond and Labor and Material Payment bond in an amount equal to 100% of the contract award amount, and include such cost in the Proposal, complying with the laws of the State of Michigan. The graduated formula no longer applies.

A. Performance Bond and Labor and Material Payment Bond shall be from a surety company acceptable to the Owner and made payable as follows:

(1) A Labor and Material Payment bond for 100% of the contract award amount to the Board of Governors of Wayne State University, and guaranteeing the payment of all subcontractors and all indebtedness incurred for labor, materials,
or any cause whatsoever on account of the Contractor in accordance with the laws of the State of Michigan relating to such bonds.

(2) A Performance bond for 100% of the contract award amount to the Board of Governors of Wayne State University to guarantee and insure the completion of work according to the Contract.

B. The only acceptable Performance Bond shall be the AIA A312 – 2010.

C. The Contractor shall include with his bid evidence of his ability to obtain a Performance Bond in the amount of 100% of the bid amount, and in accordance with the terms and conditions outlined in this section. Such evidence shall be project specific and shall be submitted on a form provided by the Surety or Agent thereof.

7.7 ROYALTIES AND PATENTS

7.7.1 The Contractor hereby agrees to indemnify, protect and save harmless the Architect and the Owner from and against any and all liability, loss or damage, and to reimburse the Owner and the Architect for any expenses, including legal fees and disbursements to which the Owner or the Architect may be put because of claims of litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the work or materials, equipment, or other items used by the Contractor in its performance.

7.9 INTEREST

7.9.1 Delete Article 7.9 in its entirety.

ARTICLE 8 - TIME

8.1 DEFINITIONS

8.1.3 The Date of Substantial Completion of the Work is the Date certified by the Architect when construction of the entire work is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work for the use for which it is intended. It is the beginning date for the guarantees on all the Project Work.

8.3.5 LIQUIDATED DAMAGES

It is understood that if said Contract is not completed within the time specified in the Contract plus any extension of time thereto, the Contractor shall pay Liquidated Damages to the Owner as set forth in Article 11 of the Agreement between Contractor and Owner for Construction.

ARTICLE 9 - PAYMENT AND COMPLETION

9.3 PROGRESS PAYMENTS

9.3.1 On or before the 20th day of each month, the Contractor shall submit to the Architect on the Owner's Standard Form, a written application for payment showing the proportionate value of the work installed to date from which shall be deducted, a reserve of 10% and all previous payments, and the balance of the amount as approved by the Architect shall be due and payable to the Contractor on or about the 15th day of the succeeding month.

9.3.2.2 No payments will be made because of materials or equipment stored off the site, except as provided for in Subparagraph 4.4.5 of the Supplementary General Conditions or other
9.6 FAILURE OF PAYMENT

9.6.1 Delete Article 9.6 in its entirety.

ARTICLE 11 - INSURANCE

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor’s obligations under Paragraph 4.18.

During the life of the Contract, the Contractor shall maintain the following types of insurance:

A. General Requirements

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Comprehensive General Liability Bodily Injury</td>
<td>$500,000 each person $1,000,000 aggregate</td>
</tr>
<tr>
<td></td>
<td>Property Damage $500,000 each person $1,000,000 aggregate Or $2,000,000 combined single limit (CSL)</td>
</tr>
<tr>
<td>2. Fire Legal Liability</td>
<td>$100,000</td>
</tr>
<tr>
<td>3. Comprehensive Automobile Liability (including Hired and non-owned vehicles) Bodily Injury</td>
<td>$500,000 each person $1,000,000 accident Or $2,000,000 combined single limit (CSL)</td>
</tr>
<tr>
<td></td>
<td>Property Damage $500,000 each accident</td>
</tr>
<tr>
<td>4. Workers’ Compensation (Employer’s Liability) Statutory - Michigan</td>
<td>$100,000</td>
</tr>
<tr>
<td>5. Property - All Risk In an amount sufficient to cover the total value of the contractor’s property in the care, custody or control of WSU</td>
<td></td>
</tr>
</tbody>
</table>

B. Maximum Acceptable Deductibles

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Maximum Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive General Liability</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fire Legal Liability</td>
<td>$5,000</td>
</tr>
<tr>
<td>Comprehensive Automobile Liability</td>
<td>-0-</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>-0-</td>
</tr>
<tr>
<td>Property - All Risk</td>
<td>$500</td>
</tr>
</tbody>
</table>

11.1.3 The Board of Governors, Wayne State University, shall be named as an additional insured but only with respect to accidents arising out of said contract.

11.1.3.1 Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the minimum required coverages must be forwarded to the Office of Risk Management to be verified and authenticated with the agent and/or insurance company. Revised certificates must be forwarded to the Office of Risk
Management thirty (30) days prior to the expiration of any insurance coverage listed on the original certificate, as follows:

Wayne State University
Office of Risk Management
5700 Cass Avenue, Suite 4622 AAB
Detroit, MI 48202

11.1.2.1 The Contractor shall either 1) require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability and Property Damage Liability Insurance of the type and in the same amounts as specified in the Subparagraph, or 2) insure the activity of his subcontractors in his own policy.

11.2 OWNER'S LIABILITY INSURANCE

Delete Article 11.2 in its entirety.

11.3 PROPERTY INSURANCE

Delete Article 11.3 in its entirety and replace with the following:

11.3.1 The Contractor shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and sub-subcontractors in the work and shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief.

11.3.2 The Owner and Contractor waive all rights against each other for damages caused by fires or other perils to the extent covered by insurance provided under Subparagraph 11.3.1. The Contractor shall require similar waivers by Subcontractors and sub-subcontractors in accordance with Clause 5.3.1.5.

ARTICLE 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.8 Percentage markups in pricing under Subparagraphs 12.1.3.1, 12.1.3.3, and 1.2.4 shall be as limited in the Contract Documents. Unit price of Subparagraph 12.1.3.2 shall represent total unit cost to the Owner and shall include the Contractor's markup for overhead and profit.

ARTICLE 14 - TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the work is stopped for a period of thirty days under any order of any court or other public authority having jurisdiction, or as a result of any act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the contract or a subcontractor or their agents or employees or other persons performing any of the Work under a contract with the contractor, then the contractor may, upon seven days' written notice to the Owner and the Architect, terminate the contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit and damages.

ARTICLE 15 - ADDITIONAL CONDITIONS
15.1 SUBSTITUTION OF MATERIALS AND EQUIPMENT

15.1.1 Whenever a material, article, or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors, which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance, and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

15.2 NON-DISCRIMINATION PROVISION AND WAGE AND HOUR ACT

15.2.1 During the performance of this contract, the Contractor agrees as follows:

15.2.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, age, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their sex, race, age, creed, color, or national origin.

15.2.1.2 Such action shall include but not be limited to, the following: employment; upgrading; demotion; or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

15.2.1.3 The Contractor will, in all solicitations, or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, color, age or national origin.

15.2.1.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

15.2.1.5 The Contractor will comply with all provisions of the Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor or other government agency or authority having jurisdiction.

15.2.1.6 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or other government agency or authority having jurisdiction, and will permit access to his books, records, and accounts by the administrative agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.

15.2.1.7 In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract, or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further University contracts or federally-assisted contracts in...
accordance with procedure authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or other government agency or authority having jurisdiction.

15.2.1.8 The Contractor will include in the provisions of Subparagraph 15.2.1.1 through 15.2.1.8 in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 204 of Executive Order No. 11246 of September 27, 1965, so that provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

15.3 COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT AND REGULATIONS

15.3.1 The Contractor shall comply with the Copeland Anti-Kickback Act and Regulations of the Secretary of Labor (29CFR, Part 3) which are herein incorporated by reference.

15.4 PREVAILING WAGES

15.4.1 Contractors and subcontractors shall pay all mechanics and laborers, including apprentices and trainees, no less than the wage and fringe benefit rates prevailing in the locality in which the work is performed. Wage and fringe benefit rates are determined by the Federal Government Department of Labor.

15.4.2 Classifications not provided in the schedule shall be determined prior to the award of the contract and shall be no less than the wage and fringe benefit rates determined by the Federal Department of Labor.

15.4.3 Contractors and subcontractors shall adhere to the ratios of apprentices to journey workers as determined by the Federal Department of Labor.

15.4.4 Contractors and subcontractors shall keep a copy of the prescribed wage and benefit rates posted at the construction site in a conspicuous place.

15.4.5 Contractors and subcontractors shall keep an accurate record of the name, occupation, and the actual benefits paid to each mechanic or laborer for the contract. This record shall be made available for reasonable inspection by the Federal Department of Labor and the Owner.
GENERAL REQUIREMENTS

GENERAL

A. CONTRACTOR'S RESPONSIBILITY

It is not the responsibility of the Architect/Engineer or Owner's Representative to notify the Contractor or subcontractors when to commence, to cease, or to resume work; not in any way to superintend so as to relieve the Contractor of responsibility or of any consequences of neglect or carelessness by him or his subordinates. All material and labor shall be furnished at times best suited for all Contractors and subcontractors concerned, so that the combined work of all shall be properly and fully completed on the date fixed by the Contract.

The Contractor shall be responsible for all items contained in both the specifications and on the drawings for all trades. He shall be responsible for the proper division of labor according to current labor union agreements regardless of the division of responsibility implied in the contract documents.

B. CODES AND STANDARDS

Reference to standard specifications for workmanship, apparatus, equipment and materials shall conform to the requirements of latest specifications of the organization referenced, i.e., American Society for Testing Materials (ASTM), Underwriters Laboratories, Inc. (UL), American National Standards Institute, Inc. (NSI), and others so listed in the Technical Specifications.

C. PERMITS, FEES AND NOTICES

See Supplementary General Conditions.

D. MEASUREMENTS

Before proceeding with each Work Item, Contractor shall locate, mark and measure any quantity or each item and report quantities to Engineer. If measured quantities exceed Engineer’s estimate, Contractor shall obtain written authorization to proceed from Owner before executing Work required for that Work Item.

Measurement of quantities for individual Work Items will be performed by Contractor and reviewed by Engineer. Coordinate measurements with inspection as required in Section “Coordination.”

Cost of Work included in Work Item for quantities as indicated in Contract Documents shall be included in Base Bid.

1. Additions to or deductions from lump sum price for quantities of each Work Item added to or deducted from Work respectively shall be at unit prices indicated in Bid Form and shall constitute payment or deductions in full for all material, equipment, labor, supervision and incidentals necessary to complete Work.

E. CONTRACTOR'S MEASUREMENTS

Before ordering material, preparing Shop Drawings, or doing any work, each Contractor shall verify, at the building, all dimensions which may affect his work. He assumes full responsibility for the accuracy of his figures. No allowance for additional compensation will be considered for minor discrepancies between dimensions on the drawings and actual field dimensions.

F. CONTINUITY OF SERVICE

Continuity of all existing services in the building shall be maintained throughout the construction period. Where it is necessary to tie into the existing electrical service, water or waste systems, it shall be done as directed by the Architect/Engineer. This Contract shall also provide temporary lines or bypasses that may be required to
maintain continuous service in the building. All utility shutdowns must be approved by the Owners
Representative/Project Manager, not less than 48 hours prior to the event, so that proper notification can be
posted.

G. SUBMITTALS

All submittals (except Shop Drawings) and samples required by the Specifications shall be submitted in
triplicate unless otherwise specified for a particular item under an individual Specification Section.

Each sample shall be clearly identified on a tag attached, showing the name of the Project Consultant, the
project number and title, the names of the Contractor, manufacturer (and supplier if same is not the
manufacturer), the brand name or number identification, pattern, color, or finish designation and the location in
the work.

Each submittal shall be covered by a transmittal letter, properly identified with the project title and number and a
brief description of the item being submitted.

Contractor shall be responsible for all costs of packing, shipping and incidental expenses connected with
delivery of the samples to the Project Consultant or other designated address.

If the initial sample is not approved, prepare and submit additional sets until approval is obtained.

Materials supplied or installed which do not conform to the appearance, quality, profile, texture or other
determinant of the approval samples will be rejected, and shall be replaced with satisfactory materials at the
Contractor's expense.

H. GENERAL/STANDARD ELECTRONIC EQUIPMENT AND INFRASTRUCTURE REQUIREMENTS
(Revised 11-2008)

1. Compliance with WSU Standards for Communications Infrastructure

   A. All applicable work, products, materials and methods shall comply with the latest version of the
      "WSU Standards for Communications Infrastructure" except as where noted.

   B. This document is available at the following website/URL: http://networks.wayne.edu/WSU-
      Communications-Standards.pdf

2. Automation System Program Code

   A. All automation system uncompiled and compiled program codes, source codes, custom
      modules, graphical user interface screen shots and any other automation system programming
      data and material (Program Code) shall be provided to the UNIVERSITY in hard copy and on
      CD Rom in an unencrypted format acceptable to the UNIVERSITY.

   B. Copyright for the Program Code shall be assigned to the UNIVERSITY for purposes of system
      maintenance.

PROTECTION OF OCCUPANCY (3-2007)

A. FIRE PRECAUTIONS

   Take necessary actions to eliminate possible fire hazards and to prevent damage to construction work, building
   materials, equipment, temporary field offices, storage sheds, and other property.
   During the construction, provide the type and quantity of fire extinguishers and fire hose to meet safety and fire
   prevention practices by National Fire Protection Association (NFPA) Codes and Standards (available at
   http://www.nfpa.org/ )
In the event that construction includes "hot work", the contractor shall provide the Owner's Representative with their hot work policy, procedures, or permit program. No hot work activity (temporary maintenance, renovation, or construction by operation of a gas or electrically powered equipment which produces flames, sparks or heat that is sufficient to start a fire or ignite combustible materials) shall be performed until such documents are provided. During such operations, all highly combustible or flammable materials shall be removed from the immediate working area, and if removal is impossible, same shall be protected with flame retardant shield.

Not more than one-half day's supply of flammable liquids such as gasoline, spray paint and paint solvent shall be brought into the building at any one time. Flammable liquids having a flash point of 100 degrees F. or below which must be brought into the building shall be confined in an Underwriters Laboratories (UL) labeled safety cans. The bulk supply of flammables shall be stored at least 75 feet from the building and other combustible materials. Spigots on drums containing flammable liquids are prohibited on the project site. Drums shall be equipped with approved vented pumps, and be grounded and bonded.

Only a reasonable working supply of combustible building materials shall be located inside the building.

All oil-soaked rags, papers, and other similar combustible materials shall be removed from the building at the close of each day's work, or more often if necessary, and placed in metal containers, with self-closing lids.

Materials and equipment stored in cardboard cartons, wood crates or other combustible containers shall be stored in an orderly manner and accessibly located, fire-fighting equipment of approved types shall be placed in the immediate vicinity of any materials or equipment stored in this type of crate or carton.

No gasoline, benzene, or like flammable materials shall be poured into sewers, manholes, or traps.

All rubbish shall be removed from the site and legally disposed of. Burning of rubbish, waste materials or trash on the site shall not be permitted.

The contractor shall be responsible for the conduct of employees relative to smoking and all smoking shall be in the area designated by the Architect/Engineer.

**B. GENERAL SAFETY AND BUILDING PRECAUTIONS**

Provide and maintain in good repair barricades, railings, etc., as required by law for the protection of the Public. All exposed material shall be smoothly dressed.

At dangerous points throughout the work environment provide and maintain colored lights or flags in addition to above guardrails.

Isolate Owner's occupied areas from areas where demolition and alteration work will be done, with temporary, dustproof, weatherproof, and fireproof enclosures as conditions may require and as directed by the Architect/Engineer.

Cover and protect furniture, equipment and fixtures to remain from soiling, dust, dirt, or damage when demolition work is performed in rooms or areas from which such items have not been removed.

Protect openings made in the existing roofs, floors, and other construction with weatherproof coverings, barricades, and temporary fire rated partitions to prevent accidents.

Repair any damage done to existing work caused by the construction and removal of temporary partitions, coverings, and barricades.

The Contractor will be held responsible for all breakage or other damage to glass up to the time the work is completed.

Provide protection for existing buildings, interior and exterior, finishes, walls, drives, landscaping, lawns (see below), etc. All damages shall be restored to match existing conditions to the satisfaction of the Architect/Engineer.
The Contractor and Owner will define the anticipated area of lawn damage at the project Pre-Construction Meeting. Whether the lawn is sparse or fully-developed, any lawn damaged due to the Contractor's work will be replaced with sod by the University. The University's unit cost of $10.00 per square yard and landscaping at a rate of 1.5 times the cost of the sod repairs, the full cost of which will be assessed against the Contractor. At the completion of the project, a deductive Change Order reflecting this cost will be issued.

The Contractor is to include an allowance in his bid for this corrective work.

C. **INTERFERENCE WITH OWNER'S OPERATIONS**

The Owner will be utilizing the Building Facilities to carry on his normal business operation during construction. The Contractor shall schedule performance of the work necessary to complete the project in such a way as to interfere as little as possible with the operation during construction. The Contractor shall schedule performance of the work necessary to complete the project in such a way as to interfere as little as possible with the operation of the Owner.

Work which will interfere with the Owner's occupancy, including interruptions to the Owner's mechanical and electrical services, and essentially noisy operations (such as jackhammering) shall be scheduled in advance. The schedule of alterations shall be approved by the Architect/Engineer and the work shall be done in accordance with the approved schedule.

It is understood that the work is to be carried through to completion with the utmost speed consistent with good workmanship and to meet the construction schedule.

The Contractor shall begin work under the Contract without delay upon receipt of the fully-executed contract and shall substantially complete the project ready for unobstructed occupancy and use of the Owner for the purposes intended within the completion time stated in the contract.

The Contractor shall, immediately upon award of contract, schedule his work and expedite deliveries of materials and performance of subcontractors to maintain the necessary pace to meet the construction schedule.

**CONTRACTOR'S REPRESENTATION AND COORDINATION**

A. **FIELD SUPERINTENDENT**

Contractor shall assign a full time project manager/superintendent for the duration of the project. This person shall be experienced and qualified in all phases of the work and shall be present at the site during Contractor's working hours. The project manager shall have Contractor's full authority to represent Contractor in all routine operations including payment, changes to the work, and scheduling. Contractor shall not re-assign this individual without prior written permission of the Owner.

B. **MEETINGS**

When directed by the Architect/Engineer, meetings shall be held for the purpose of coordinating and expediting the work. The invited contractors or subcontractors will be required to have qualified representatives at these meetings, empowered to act in their behalf.

C. **COORDINATION**

The Contractor shall also provide a staff adequate to coordinate and expedite the work properly and shall at all times maintain competent supervision of its own work and that of its subcontractors to insure compliance with contract requirements.

The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contractor.

D. **CONSTRUCTION SCHEDULE**
The Construction Schedule shall be prepared after the award of contract. Soon after, a pre-construction meeting is held with the Owner and the Architect/Engineer to determine the areas to which the Contractor will be allowed access at any one time.

The Contractor is alerted to the fact that areas in which he will be working will be occupied by students and employees of the University as well as the general public. The Contractor's access, to and from the project site, will be confined to limited areas so as not to unduly disrupt the normal activities of the University.

**TEMPORARY FACILITIES**

A. **GENERAL**

The following temporary facilities descriptions represent standard conditions. Verify accuracy with Architect/Engineer at time of bids.

B. **CONTRACTOR'S OFFICE**

Provide field offices as required. Locate temporary field offices on site where directed by Architect/Engineer.

Appearance and location of field offices shall be approved by the Architect/Engineer.

Provide for all other administrative facilities and storage off the Owner's property.

C. **STORAGE OF MATERIALS**

All materials shall be stored in areas designated by the Architect/Engineer. All stored materials shall be arranged for the minimum disruption to occupants and to allow full access to and throughout the building. Materials stored outdoors shall be neat and orderly and covered to prevent damage or vandalism.

D. **PARKING**

1. **GENERAL**

   University parking regulations will be strictly enforced.

   Maintain Owner's parking areas free of dirt and debris resulting from operations under the contract.

2. **STANDING AND UNLOADING/LOADING VEHICLES**

   All Contractors are to call Wayne State University Public Safety at 577-2222, and give at least 24 hours advance notice that they have vehicles which must be at the job site.

   Vehicles will be permitted at the project site only as long as the vehicles are needed for loading/unloading, and must be immediately moved upon completion.

   All unauthorized and/or unattended standing vehicles will be subject to ticketing and removal by University Police. Towed vehicles may be reclaimed by calling 577-2222, and paying any assessed charges.

3. **COMPLIMENTARY PARKING**

   There is no complimentary parking for Contractor's employee vehicles.

4. **WAYNE STATE UNIVERSITY PUBLIC/STUDENT PARKING AREAS**

   Public Parking, on a first-come first-served basis is available. Contact the office of the One Card System, at 313.577.9513 for information on availability of parking on a contractual basis.
E. TOILET FACILITIES

The Owner's designated existing toilet facilities may be used by workers on the project. Contractor shall maintain such facilities in a neat and sanitary condition.

F. TELEPHONE USE

If required, the Contractor shall provide and pay for a temporary telephone within the building for his use and that of his subcontractors.

No use of the Owner's telephone (except pay telephones) will be permitted.

G. ACCESS DEVICES

The Contractor shall furnish and maintain temporary hoists, ladders, railings, scaffolds, runways, and the like as required for safe, normal access to the permanent construction until the permanent facilities are complete. Each trade shall furnish such additional means of access as may be required for the progress and completion of the work. Such temporary access devices shall meet all applicable local, state, and federal codes and regulations.

H. HEAT AND VENTILATION

Provide cold weather protection and temporary heat and ventilation as required during construction to protect the work from freezing and frost damage.

Provide adequate ventilation as required to maintain reasonable interior building air conditions and temperatures, to prevent accumulation of excess moisture, and to remove construction fumes.

Tarpaulins and other materials used for temporary enclosures. Coverings and protection shall be flameproofed.

I. WATER SERVICE

Sources of water are available at the site. The Owner will pay for reasonable amounts of water used for construction purposes.

The Contractor shall provide, at the earliest possible date, temporary connections to the water supply sources and maintain adequate distribution for all construction requirements. The Contractor shall protect sources against damage.

Methods of conveying this water shall be approved by the Architect/Engineer and shall not interfere with the Owner's operations.

J. ELECTRICAL SERVICES

All charges for reasonable amounts of electrical power energy used for temporary lighting and power required for this work will be paid by the Owner.

The Contractor shall provide and maintain any temporary electrical lighting and power required for this work. At the completion of the work, all such temporary electrical facilities shall be removed and disposed of by the Contractor.

Temporary lighting and power shall comply with the regulations and requirements of the National Electrical Code.

INSPECTIONS AND TESTS
The Architect/Engineer shall at all times have access to the work wherever it is in preparation or in progress and the Contractor shall provide proper facilities for such access and for observation.

No failure of the Architect/Engineer, during the progress of the work, to discover or reject materials or work not in accordance with the Contract Specifications and Drawings shall be deemed an acceptance thereof nor a waiver of defects therein. Likewise, no acceptance or waiver shall be inferred or implied due to payments made to contractor or by partial or entire occupancy of the work, or installation of materials which are not strictly in accordance with the Contract Specifications and Drawings.

Where tests are specifically called for in the Specifications, the Owner shall pay all costs of such tests and engineering services unless otherwise stated in the contract.

Where tests are not specifically called for in the Specifications, but are required by the Architect/Engineer or Consultant, the Owner shall pay all costs of such tests and engineering services unless the tests reveal that the workmanship or materials used by the Contractor are not in conformity with the Drawings, Specifications, and/or approved shop drawings. In such event, the Contractor shall pay for the tests, shall remove all work and materials so failing to conform and replace with work and materials which are in full conformity.

CLEAN-UP

The Contractor shall at all times keep the Owner's premises and the adjoining premises, driveways and streets clean of rubbish caused by the Contractor's operations and at the completion of the work shall remove all the rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the work clean and ready for use. If the contractor does not attend to such cleaning immediately upon request, the Architect/Engineer may cause such cleaning to be done by others and charge the cost of same to the Contractor.

The Contractor will be responsible for all damage from fire which originates in, or is propagated by, accumulations of rubbish or debris.

All rubbish and debris shall be disposed of off the Owner's property in an approved sanitary landfill site. No open burning of debris or rubbish will be permitted. Job site shall be left neat and clean at the completion of each day's operation.

PROJECT CLOSE-OUT

A. RECORD DRAWINGS

At beginning of job, provide one copy of Working Drawings, and record changes, between Working Drawings and "As Built", including changes made by Addenda, Change Orders, Shop Drawings, etc. These shall be kept up to date. Update to indicate make of all mechanical and electrical equipment and fixtures installed. Keep these Record Prints in good condition and available for inspection by the Architect/Engineer.

Upon completion of the job, turn over to the Architect/Engineer Record Prints of Working Drawings showing all job changes.

B. OPERATING AND MAINTENANCE DATA

Prepare and furnish to the Architect/Engineer three (3) bound copies of "Operating and Maintenance Manual" on all equipment installed under this Contract.

Manual shall include copies of all Manufacturers' "Operating and Service Instructions", including Parts List, Control Diagrams, Description of Control Systems, Operating, Electrical Wiring, and any other information needed to understand, operate and maintain the equipment. The names and addresses of all subcontractors shall be included. These instructions shall be custom-prepared for this job -- catalog cuts will not be accepted. Equipment shall be cross-referenced to Section of Specifications and to location shown and scheduled on drawings.

C. **FINAL INSPECTION**

Secure final inspections from the State of Michigan as soon as the work is completed and immediately submit such Certificates to the Architect/Engineer.

D. **GUARANTEES (See Section 00510)**

Guarantees on material and labor from the General Contractor and his subcontractors shall be a minimum of one year (1 year) or as required in the specifications.

E. **SWORN STATEMENT AND WAIVER OF LIENS (revised 12-2007)**

Prior to final payment, the General Contractor shall provide a Contractor's Sworn Statement and Full Waiver of Liens from all subcontractors for material and labor and from all suppliers. Signed waivers from all Subcontractors must accompany Pay Applications or they will be returned for such documentation prior to approval.

**ASBESTOS HAZARD**

A. The contractor shall not start any work in any area that has not been inspected for asbestos by the Owner's Industrial Hygiene Department, or a qualified representative of the Owner, and approval is given for work to be done. If asbestos is found, safety measures as recommended by the Owner's Industrial Hygiene Department, or a qualified representative of the Owner, shall be completed, or approval given for work to be done before work is started. The contractor shall not perform any asbestos removal or containment work under the contract.

**KEYS**

A. The Owner shall provide the contractor keys on loan to have access to the various spaces in order to complete the contract. Contractor will sign for and be responsible for each key on loan, returnable to Owner upon completion of the contract. In case of any lost keys, the Owner will backcharge the contract $250.00 for each core change. In the event that a Contractor wants access to a secured area, he shall give the Owner a minimum 48-hour notice.