



**Division of Finance and Business Operations**

**Wayne State University**

**McGregor Elevator Modernization**

**WSU Project Number 043-323535**

**FOR:**

Board of Governors  
Wayne State University  
Detroit, Michigan

**Purchasing Agent:**

**Kimberly Tomaszewski, Senior Buyer**  
WSU – Procurement & Strategic Sourcing  
5700 Cass, Suite 4200  
Detroit, Michigan 48202  
**313-577-3757**  
**katt@wayne.edu** and copy **Ac6243@wayne.edu**

**Owner's Representative:**

**Megan Fayle**, Project Manager  
Facilities Planning & Management  
Design & Construction Services  
5454 Cass  
Wayne State University  
Detroit, Michigan 48202

**Consultant:**

**Stantec**  
**2338 Coolidge Highway #100**  
**Berkley, MI 48072**

**September 30, 2020**



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<https://procurement.wayne.edu/vendors/wage-rates>



**INFORMATION FOR BIDDERS**

**OWNER:** Board of Governors  
Wayne State University

**PROJECT:** **McGregor Elevator Modernization**  
Project No. **043-323535**

**LOCATION:** Wayne State University  
**495 Gilmour Mall, Detroit, MI 48202**  
Detroit, Michigan 48202

**PURCHASING AGENT:** **Kimberly Tomaszewski, Senior Buyer**  
WSU – Procurement & Strategic Sourcing  
5700 Cass, Suite 4200  
Detroit, Michigan 48202  
**313-577-3757**  
**katt@wayne.edu** & copy **Ac6243@wayne.edu**

**OWNER'S REPRESENTATIVE:** **Megan Fayle**, Project Manager  
Facilities Planning & Management  
Design & Construction Services  
Wayne State University  
5454 Cass Avenue  
Detroit, Michigan 48202

**Architect:** **Stantec**  
**2338 Coolidge Highway #100**  
**Berkley, MI 48072**

**SPECIAL NOTE:** Right to reject any and all proposals, either in whole or in part and to waive any irregularities therein is reserved by the Owner.

**BIDS ADVERTISED:** September 30, 2020

**BIDDING:** Bidding documents may be obtained by vendors from the University Purchasing Web Site at <http://go.wayne.edu/bids> beginning **September 30, 2020**. When visiting the Web Site, click on the "Construction" link in green. Copies of the RFP will not be available at the pre-proposal meeting.

**MANDATORY Pre-Bid Conference:** **10:00 am, local time, October 6, 2020** to be held at Wayne State University – **Microsoft Teams**, ., Detroit, MI, 48202. Late Arrivals may not be permitted to submit bids.

**\*\* Vendors who would like to participate in the pre-bid meeting via a TEAMS Video Conference or Conference Call, may do so via the information below:**

**Microsoft Teams Meeting**  
**On-line or via Conference Call**

**[Join Microsoft Teams Meeting](#)**

**[+1 313-261-5339](#)** United States, Detroit (Toll)

Conference ID: 364 123 402#

**DUE DATE FOR QUESTIONS:** Due Date for questions shall be **October 13, 2020 at 12:00 Noon**. All questions must be reduced to writing and emailed to the attention of **Kimberly Tomaszewski, Senior Buyer** at **katt@wayne.edu**, copy to **Robert Kuhn, Senior Buyer** at: **Ac6243@wayne.edu**.



**Bids Due:** Proposals for lump-sum General Contract will be received **by electronic submission on October 19, 2020**, until 2:00 p.m. (local time). The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **September 30, 2020**. Vendors are required to combine documents into one PDF to ensure no portion of your response is inadvertently omitted. This includes your bid, bid bond, and any other documents.

**No public bid opening will be held.**

**Bid Qualification Meeting:** Bidders must be available for a bid prequalification meeting, as soon as the day following the bid opening. The lowest qualified bidder will be contacted and requested to meet with Facilities Planning & Management at their office located at 5454 Cass Avenue, Detroit, MI 48202. During this meeting, the Vendor must provide a Project Schedule and a Schedule of Values, including a list of Contractor's suppliers, subcontractors, and other qualifications.

If all aspects of the bid are in order, an unsigned contract will be given to the successful Contractor as soon as it's available. The Contractor has 5 business days to return the contract to the Project Manager for University counter signature. The contractor must also submit a Performance Bond as outlined above, and a Certificate of Insurance in the same 5 business day period. In the event the Contractor fails to return the documents in this 5 day period, the University reserves the right to award the contract to the next lowest qualified bidder.

All available information pertaining to this project will be posted to the Purchasing web site at <http://go.wayne.edu/bids>.

Information that is not posted to the website is not available/not known



**INSTRUCTIONS TO BIDDERS**

**OWNER:** Board of Governors  
Wayne State University

**PROJECT:** **McGregor Elevator Modernization**  
Project No. **043-323535**

**LOCATION:** Wayne State University  
**495 Gilmour Mall, Detroit, MI 48202,**  
Detroit, Michigan 48202

**PURCHASING AGENT:** **Kimberly Tomaszewski, Senior Buyer**  
WSU – Procurement & Strategic Sourcing  
5700 Cass, Suite 4200  
Detroit, Michigan 48202  
**313-577-3757**  
**katt@wayne.edu** & copy **Ac6243@wayne.edu**

**1. PROPOSALS**

- A. Procurement will receive Proposals for the work as herein set forth on **October 19, 2020**, until 2:00 p.m. (local time). The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids>. **No public bid opening will be held.**
- B. Proposals shall be for a **lump-sum General Contract for the entire work of the Project as provided in the Form of Proposal.**
- C. Proposals shall be submitted by electronic submission on forms furnished with the Bidding documents. The link for bid submission will be posted with the bid details at **<http://go.wayne.edu/bids>** beginning **September 30, 2020**. The forms must be completed in its entirety and must be signed, and the completed forms shall be without alterations, interlineations, or erasures. Forms shall contain no recapitulations of the work to be done.
- D. All base bids must be conforming to the detailed specifications and drawings provided by the University, including any Addenda issued. Voluntary Alternates will only be considered if the Contractor has also submitted a conforming base bid. Any stipulation of voluntary alternates or qualifications contrary to the Contract requirements made by the Bidder in or accompanying his proposal as a condition for the acceptance of the Contract will not be considered in the award of the Contract and will cause the rejection of the entire Proposal.
- E. The competency and responsibility of Bidders will be considered in making the award. The University is not obligated to accept the lowest or any other bids. **The University reserves the right to reject any and all bids and to waive any informalities in the Proposals.**

**2. PROPOSAL GUARANTEE**

- A. A satisfactory Bid Bond executed by the Bidder and Surety Company, in an amount equal to not less than five percent (5%) of the maximum proposal amount shall be submitted with each Proposal, which amount may be forfeited to the Board of Governors, Wayne State University, if the successful Bidder refuses to enter into a Contract within ninety (90) days from receipt of Proposals.
- B. Bond must be issued by a Surety Company with an A or A- rating as denoted in the AM Best Key Rating Guide.



- C. Bid bonds shall be accompanied by a Power of Attorney authorizing the signer of the bond to do so on behalf of the Surety Company.
- D. Withdrawal of Proposals is prohibited for a period of ninety (90) days after the actual date of opening thereof.

**3. CONTRACT SECURITY**

- A. 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 University policy and the laws of the State of Michigan.
- B. 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 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 University policy and the laws of the State of Michigan relating to such bonds.
  - (2) A 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.
- C. The only acceptable Performance Bond shall be the AIA A312 – 2010.
- D. Bond must be issued by a Surety Company with an A or A- rating as denoted in the AM Best Key Rating Guide.

**4. BOND CLARIFICATION**

For bids below \$50,000.00,

- A. Bid bond will not be required.
- B. Performance and Material & Labor Payment bonds will not be required.

**5. INSPECTION**

- A. Before submitting its Proposal, each Bidder shall be held to have visited the site of the proposed work and to have familiarized themselves as to all existing conditions affecting the execution of the work in accordance with the Contract Documents. No allowance or extra consideration on behalf of the Contractor will subsequently be made by reason of its failure to observe the Conditions or on behalf of any subcontractor for the same reason.

**6. EXPLANATION TO BIDDERS AND ADDENDA**

- A. Neither the Owner nor Representative nor Purchasing Agent will give verbal answers to any inquiries regarding the meaning of drawings and specifications, and any verbal statement regarding same by any person, previous to the award, shall be unauthoritative.
- B. Any explanation desired by Bidders must be submitted in writing to the Purchasing Agent, and if explanation is necessary, a reply will be made in the form of an Addendum, a copy of which will be distributed via the appropriate Listserv maintained by Procurement & Strategic Sourcing, and will be posted to the website.
- C. All addenda issued prior to date of receipt of Proposals shall become a part of these Specifications, and all proposals are to include the work therein described.



**7. INTERPRETATION OF CONTRACT DOCUMENTS**

- A. If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, he may submit to the Purchasing Agent, a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made by an addendum duly issued. A copy of such addendum will be posted to the website and distributed via the listserv. Each proposal submitted shall list all addenda, by numbers, which have been published prior to the time scheduled for receipt of proposal.

**8. SUBSTITUTION OF MATERIALS AND EQUIPMENT\***

- A. 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 that 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.

**9. TAXES**

- A. The Bidder shall include in his lump sum 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. Information regarding the State of Michigan sales and use tax laws can be found in [SOM Revenue Administrative Bulletin 2016-18](#).

**10. REQUIREMENTS FOR SIGNING PROPOSALS AND CONTRACTS**

- A. The following requirements must be observed in the signing of proposals that are submitted:
- (1) Proposals that are not signed by individuals making them shall have attached thereto a Power of Attorney, evidencing the authority to sign the Proposal in the name of the person for whom it is signed.
  - (2) Proposals that are signed for partnership shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there must be attached to the Proposal a Power of Attorney evidencing authority to sign the Proposal, executed by the partners.
  - (3) Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation, manually written in the line of the Form of Proposal following the words "signed by". If such a proposal is signed by an official other than the President of the Corporation, a certified copy of resolution of the Board of Directors, evidencing the authority of such official to sign the bid, shall be attached to it. Such proposal shall also bear the attesting signature of the Secretary of the Corporation and the impression of the corporate seal.

**11. QUALIFICATIONS OF BIDDERS**

- A. The Owner may request each of the three (3) low bidders to submit information necessary to satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract. Such information may include past performance records, list of available personnel, plant and equipment, description of work that will be done simultaneously with the Owner's Project, financial statement, or any other pertinent information. This information and such other information as may be requested will be used in determining whether a Bidder is qualified to perform the work required and is responsible and reliable.



**12. SPECIAL REQUIREMENTS**

- A. The attention of all Bidders is called to the General Conditions, Supplementary General Conditions, and Special Conditions, of which all 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.
- B. Prior to award of the project, the apparent low bidder will be required to produce a schedule of values which will include the proposed subcontractors for each division of work and whether the subcontractor is signatory or non-signatory. A contract will not be issued to the apparent low bidder until this document is provided. A contractor will have 5 business days to produce this document. If the required document is not received within this time, the bidder will be disqualified.

**13. NOTICE OF AWARD/ACCEPTANCE OF BID PROPOSAL**

- A. The Proposal shall be deemed as having been accepted when a copy of the Contract (fully executed by both the vendor and the appropriate signatory authority for the University), with any/all Alternates, Addenda, and Pre-Contract Bulletins, as issued by the office or agent of the Owner has been duly received by the Contractor. After signing the Contracts, the Contractor shall then return all copies, plus any required bonds and certificates of insurance, to the office of the Owner's Representative, at 5454 Cass, Wayne State University, Detroit, MI 48202. Construction will begin when the fully-executed contract has been returned to the Contractor.

**14. TIME OF STARTING AND COMPLETION**

- A. It is understood that the work is to be carried through to substantial completion with the utmost speed consistent with good workmanship and to meet the established start and completion dates.
- B. The Contractor shall begin work under the Contract without delay, upon receipt of a fully-executed contract from the Owner, 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.
- C. The Contractor shall, immediately upon receipt of fully-executed contract, schedule his work and expedite deliveries of materials and performance of the subcontractors to maintain the necessary pace for start and completion on the aforementioned dates.

**15. CONTRACTOR'S PERFORMANCE EVALUATION**

In an effort to provide continuous process improvement regarding the construction of various university projects, Wayne State University is embarking upon a process of evaluating the contractor's overall performance following the completion of work. At the conclusion of the construction project a subjective evaluation of the Contractor's performance will be prepared by the Project Manager and the supervising Director of Construction. The evaluation instrument that will be used in this process is shown in Section 00440-01 - Contractor's Performance Evaluation.

**16. BIDDING DOCUMENTS**

- A. Bid specifications are available online beginning **September 30, 2020** through Wayne State University Procurement & Strategic Sourcing's Website for Advertised Bids: **<http://go.wayne.edu/bids>**. The plans for this project can be viewed in advance and/or printed from the above website. Copies of the RFP will not be available at the pre-proposal meeting.

**B. DOCUMENTS ON FILE**





- (1) *Wayne State University Procurement & Strategic Sourcing's Website.*  
All available information pertaining to this project will be posted to the Purchasing web site at <http://go.wayne.edu/bids>.  
Information that is not posted to the website is not available/not known.
- (2) Notification of this Bid Opportunity has been sent to those entities registered with our ListServ. Available ListServes can be found at  
[http://www.forms.procurement.wayne.edu/Adv\\_bid/Adv\\_Bid\\_Listserve.html](http://www.forms.procurement.wayne.edu/Adv_bid/Adv_Bid_Listserve.html)
- (3) Please note: Bid notices will be sent only to those Vendors registered to receive them via our Bid Opportunities list serve. To register, to <http://go.wayne.edu/bids>, and click on the "Join our Listserve" link at the top of the page.

**15. Smoke and Tobacco-Free Policies**

**On August 19, 2015**, Wayne State joined hundreds of colleges and universities across the country that have adopted smoke- and tobacco-free policies for indoor and outdoor spaces. Contractors are responsible to ensure that all employees and all subcontractors' employees are in compliance anytime they are on WSU's main, medical, or extension center campuses. The complete policy can be found at <http://wayne.edu/smoke-free/policy/>.



**NOTICE OF MANDATORY PRE-BID CONFERENCE**

PROJECT: **McGregor Elevator Modernization,**

PROJECT NOS.: **WSU PROJECT NO. 043-323535**

It is **MANDATORY** that each Contractor proposing to bid on this work must attend a pre-bid conference at the following location:

Wayne State University  
**Microsoft Teams,**  
Detroit MI 48202

**10:00 am, local time, October 6, 2020**

\*\* Vendors who would like to participate in the pre-bid meeting via a TEAMS Video Conference or Conference Call, may do so via the information below:

**Microsoft Teams Meeting  
On-line or via Conference Call**

**Click Here to Join Pre-bid Meeting**

Optionally - Dial in at +1 313-261-5339 Conference ID: \_\_\_\_\_#

Please use our online registration form at to indicate your attendance at our mandatory Pre-proposal meeting to be held on, **October 6, 2020 at 10:00 am** and your intent to submit a proposal for the services listed. The link for the registration form will be posted with the proposal details at <http://go.wayne.edu/bids>.

The purpose of this conference is to clarify the procedures, scope of work, and to identify any omissions and/or inconsistencies that may impede preparation and submission of representative competitive bids.

In the event that less than 4 individual contractor firms attend the pre-bid conference, the University reserves the right, at its sole discretion, to either reschedule the pre-bid conference or proceed and offer a second pre-bid conference date. (Attendance at only one pre-bid conference will be required).

An attendance list shall be prepared and minutes of the conference shall be furnished to all those attending.

Any clarifications or corrections that cannot be made at the conference will be by Addendum.

For your convenience a map of the University and appropriate parking lots can be downloaded and printed from: <http://campusmap.wayne.edu/>. Guest parking in any of the University student and guest lots is **\$8.50**. A detailed list of Cash & Coin operated lots can be viewed at [http://procurement.wayne.edu/cash\\_and\\_credit\\_card\\_lots.php](http://procurement.wayne.edu/cash_and_credit_card_lots.php). Cash lots dispense change in quarters. Due to time constraints, Vendors are encouraged to avoid parking at meters on the street (especially blue "handicapped" meters).

All available information pertaining to this project will be posted to the Purchasing web site at <http://go.wayne.edu/bids>.

Information that is not posted to the website is not available/not known.



AGENDA

- I. Welcome and Introductions
  - A. Wayne State University Representatives
  - B. Vendor Representatives
  - C. Sign in Sheet- be sure to include your company name and representative in attendance on the sign in sheet.
- II. Brief Overview of Wayne State University
  - A. Purpose and Intent of RFP.
  - B. Detailed review of the RFP and the requirements for a qualified response.
  - C. Review of all pertinent dates and forms that are REQUIRED for a qualified response.
- III. Vendor Questions/Concerns/Issues
  - A. Questions that can be answered directly by the appropriate person in this meeting will be answered and both question and answer will be recorded in the minutes of the meeting.
  - B. Questions that need to be researched will be answered and a nature of clarification will be emailed to the appropriate ListServ. See [http://www.forms.purchasing.wayne.edu/Adv\\_bid/Adv\\_Bid\\_Listserve.html](http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_Bid_Listserve.html) for a list of ListServ Bid Lists.
  - C. Minutes will be emailed to the appropriate ListServ.
  - D. Questions and concerns that come up after this meeting are to be addressed to **Kimberly Tomaszewski**, Procurement & Strategic Sourcing. Discussion with other University members is seriously discouraged and could lead to disqualification from further consideration. All questions and answers will be recorded and emailed to all participants of the RFP.
  - E. Due date for questions is **October 13, 2020, 12:00 noon**.
- IV. Minimum Participation
  - A. Pre-registration for the Pre-Bid meeting is required. In the event that we do not have four (4) or more eligible bidders pre-registered, the University reserves the right to postpone the Pre-bid meeting with up to 4 business hour notice.
  - B. If less than 4 individual contractor firms attend the mandatory pre-bid meeting, the University reserves the right, at its sole discretion, to either reschedule the pre-bid conference or proceed and offer a second pre-bid conference date. (Attendance at only one pre-bid conference will be required).
  - C. On the day of the bid opening, if less than 3 sealed bids are received, the University reserves the right, at its sole discretion, to rebid the project in an effort to obtain greater competition. If the specifications are unchanged during the rebid effort, any contractor who submitted a bid will be given the option of keeping its bid on file for opening after the second bid effort, or of having the bids returned to them unopened.
- V. Proposal Due Date- **October 19, 2020, 2:00 p.m.**
- VI. Final Comments
- VII. Adjourn



VENDOR NAME \_\_\_\_\_

**GENERAL CONTRACT - PROPOSAL FORM**

Sealed proposals for lump-sum General Contract will be received at the office of the Procurement & Strategic Sourcing **by electronic submission on October 19, 2020**, until 2:00 p.m. (local time). The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **September 30, 2020**.

**Please Note – Vendors must Pre-qualify themselves when responding to this bid opportunity. Our Prequalification questions can be found on page 4 of this section.**

**OWNER:** Board of Governors  
Wayne State University

**PROJECT:** **McGregor Elevator Modernization**

**PROJECT NO.:** WSU PROJECT NO. **043-323535**

**PROJECT TYPE:** **General Construction  
Elevators Work**

**PURCHASING AGENT:** **Kimberly Tomaszewski, Senior Buyer**  
WSU – Procurement & Strategic Sourcing  
5700 Cass, Suite 4200  
Detroit, Michigan 48202  
**313-577-3757**  
**katt@wayne.edu & copy Ac6243@wayne.edu**

**OWNER'S REPRESENTATIVE:** **Megan Fayle**, Project Manager  
Design & Construction Services  
Facilities Planning & Management  
5454 Cass Avenue  
Detroit, Michigan 48202

**TO:** Board of Governors  
Wayne State University  
Detroit, Michigan

**BASE PROPOSAL:**

The undersigned agrees to enter into an Agreement to complete the entire work of the **McGregor Elevator Modernization** project (WSU Project No. **043-323535**) in accordance with the Bidding Documents for the following amounts:

\_\_\_\_\_ \$ \_\_\_\_\_ Dollars

**PREVAILING WAGES:**

Did your company quote based upon **Union or Prevailing Wage Rates** as required?  
Yes \_\_\_\_\_ No \_\_\_\_\_

**CONFLICT OF INTEREST:**

Are you or any Officer, Owner or Partner in this company an employee of Wayne State University, or have you been an employee within the past 24 months? If Yes, explain below.  
Yes \_\_\_\_\_ No \_\_\_\_\_



Are any immediate family members of any Officer, Owner or Partner in this company employees of Wayne State University? If Yes, explain below.

Yes \_\_\_\_\_

No \_\_\_\_\_

**LAWN REPLACEMENT:**

The undersigned agrees that, in the event of existing lawn or landscaping damage, due to the Contractor's work, that has not been properly addressed and repaired to the satisfaction of the University, the University may repair/replace the lawn and/or landscaping, and that the expense will be at a **unit cost of \$15.00 per square yard for lawn, and landscaping at a rate of 1.5 times the cost of said repairs**, the full cost of which shall be reimbursed by the contractor.

**CONTRACT CHANGE ORDERS:**

The undersigned agrees to the following pricing formula and rates for changes in the contract work:

Where changed Work is performed, the Contractor may add to the total estimated actual cost for such Work no more than ten (10%) for subcontractor mark-up and seven and one-half percent (7.5%) for self-performed trade work for profit, overhead, insurance, taxes, indirect supervision, bonds, and any other costs not allowed by section 4.02.01

**Within 14 days of the project's contract execution Contractor shall provide to the Owner; Subcontractor's hourly labor rate breakdown details. This requirement shall extend to the lowest level of subcontractor participation.**

\* Job and general overhead includes supervision and executive expenses; use charges on small tools, scaffolding, blocking, shores, appliances, etc., and other miscellaneous job expenses.

\*\* Net labor cost is the sum of the base wages, fringe benefits established by governing trade organizations, applicable payroll taxes, and increased expense for contractor's liability insurance (Workman's Compensation, P.L. and P.D.).

**TIME OF COMPLETION:**

The Contract is expected to be fully executed on or about 25 calendar days after successful bidder qualification and recommendation of award. The undersigned agrees to start construction **immediately after** receipt of a fully executed contract, and to complete the work as follows:

Substantial Completion will be completed no later than **February 19, 2021**.

**LIQUIDATED DAMAGES:**

It is understood and agreed that, if project is not completed within the time specified in the contract plus any extension of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay, will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by Owner would be the sum of **\$100.00 per day**, and therefore the contractor shall pay as liquidated damages to the Owner the sum of **\$100.00 per day** for each day's delay in substantially completing said project beyond the time specified in the Contract and any extensions of time allowed thereunder.

**TAXES:**

The undersigned acknowledges that prices stated above include all applicable taxes of whatever character or description. Michigan State Sales Tax is applicable to the work. Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities or irregularities therein.

**ADDENDA:**

The undersigned affirms that the cost of all work covered by the following Addenda are included in the lump sum price of this 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 \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACTOR'S PREQUALIFICATION STATEMENT & QUESTIONNAIRE:**

**Our Minimum Requirements for Construction Bids are:**

**WSU considers this project: General Construction  
Elevators Work.**

Criteria	Small Project bid less than \$50,000	Medium Project bid between \$50,001 and \$250,000	Large Project bid between \$250,001 and \$2 million	Very Large Project bid greater than \$2 million
EMR Rating (Experience Modification Rating)	1.0 or Less	1.0 or Less	1.0 or Less	1.0 or Less
Bondable Vendor	N.A.	Required	Required	Required
Length of Time in Construction Business	2 Years	3 Years	5 Years	5 Years
Demonstrated Experience in Projects Similar in Scope and Price in the last 3 years	1 or more	1 or more	2 or more	3 or more
Unsuccessful Projects on Campus in last 3 years	None Allowed	None Allowed	None Allowed	None Allowed
Failure to comply with Prevailing Wage and/or Project Labor requirements	None Allowed	None Allowed	None Allowed	None Allowed
Withdrawn University Bid (with or without Bond forfeiture) within the last 3 years **	1 or less	1 or less	1 or less	1 or less
Company currently not in Chapter 11 of the US Bankruptcy Code	1 Year	2 Years	3 Years	3 Years

\*\* Withdrawal of a bid is subject to the University suspension policy, for a period up to one year.

**Contractors must complete the following information to determine their eligibility to participate in this bid.** This information is required with your Bid to the University

**Failure to complete this form in its entirety will result in your bid being disqualified.**

Check one of the following on the makeup of your company:

\_\_\_\_\_ Corporation

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other (Explain below):



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**Diversity Classification:** Please indicate the appropriate diversity classification for your company. The University recognizes the following groups as diverse or disadvantaged:

- Majority Owned \_\_\_\_\_
- Minority Business Enterprises (MBE) \_\_\_\_\_
- Women Business Enterprises (WBE) \_\_\_\_\_
- Disabled Veteran Enterprises (DVBE) \_\_\_\_\_
- Disabled Person Enterprises (DBE) \_\_\_\_\_
- Veteran Owned Businesses (VBE) \_\_\_\_\_
- Small Businesses per the US Small Business Administration (SBE) \_\_\_\_\_
- Other (Please Explain): \_\_\_\_\_

1. How many years has your organization been in business as a contractor? \_\_\_\_\_
2. How many years has your organization been in business under its present business name? \_\_\_\_\_
3. List states in which your organization is legally qualified to do business. \_\_\_\_\_  
\_\_\_\_\_
4. Provide the Name and Address of your Liability Insurance Carrier. \_\_\_\_\_  
\_\_\_\_\_
5. What is your current EMR Rating? \_\_\_\_\_  
The minimum requirement is an EMR Rating of 1.0 or less for all projects. Bidders with a rating higher than 1.0 understand that their bid may be disqualified, at the sole discretion of the University.
6. What percentage of work performed on projects are by company employees; excluding any hired subcontracting and outsourced relationships, for the bid submitted? \_\_\_\_\_ %
7. What percentage of work performed on your companies behalf are by subcontracted business relationships; disallowing 1099 contracting work forces, for the bid submitted? \_\_\_\_\_ %
8. Have you ever failed to complete any work awarded to you? If so, attach a separate sheet of explanation. Include the name of the Project, the customer, the dates of the work, and the amount of the contract?  
\_\_\_\_\_
9. Have you withdrawn a bid after a University bid opening and/or refused to enter into a contract with the University upon notification of award within the last 3 years? If so, state the Project Name and Number, and the date of bid submission below.  
\_\_\_\_\_
10. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? If so, attach a separate sheet of explanation.  
\_\_\_\_\_
11. List the construction experience of the principals and superintendents of your company.  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_



Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. List the construction Projects, and approximate dates, when you performed work similar in Scope to this project.

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

13. List the construction Projects, and approximate dates, when you performed work similar in Dollar Amount to this project.

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

14. Is your Company "bondable"? Yes \_\_\_\_\_ No \_\_\_\_\_

15. What is your present bonding capacity? \$ \_\_\_\_\_

16. Who is your bonding agent?

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_

CONTACT: \_\_\_\_\_





17. Does your company agree to provide financial reports to the University upon request? Failure to agree may result in disqualification of your bid? (select one): Yes \_\_\_\_\_ No \_\_\_\_\_
18. Does your company agree that all of the Terms and Conditions of this RFP and Vendor's Response Proposal become part of any ensuing agreement? (select one): Yes \_\_\_\_\_ No \_\_\_\_\_
19. Does your company agree to execute a contract containing the clauses shown in Section 00500 "Agreement between Contractor and Owner for Construction"? (select one): Yes \_\_\_\_\_ No \_\_\_\_\_

If "No", clearly note any exceptions to any information contained in the contract documents and include with your proposal. Otherwise, a "No" response without documentation will be considered a non-responsive proposal. In addition, any proposed exceptions may or may not be accepted by the University.

20. Does your company agree to comply with the University **Smoke and Tobacco Free Policies**? Yes \_\_\_\_\_ No \_\_\_\_\_

**Note:** Contractors submitting proposals for this project may, at the discretion of the University, be required to submit references including contact information to be used to assist in the post bid evaluation process for the subject project

**ACKNOWLEDGEMENT OF  
MINIMUM QUALIFICATIONS:**

The undersigned has read and understands the minimum qualifications for University construction projects, and has completed the Prequalification section completely and accurately. The undersigned understands that a contractor, who fails to meet the minimum qualifications **in the category identified for this project, will be disqualified from consideration for the project.**

**ACCEPTANCE OF PROPOSAL:**

The undersigned agrees to execute a Contract, being the Wayne State University standard form titled "Agreement Between Contractor and Owner for Construction" (see section 00500 of the bid documents), provided that we are notified of the acceptance of our Proposal within sixty (60) days of the date set for the opening thereof.

**The undersigned below understands that the bid will be disqualified if the Prequalification information above is not completed in its entirety.**

NAME OF COMPANY:

\_\_\_\_\_

OFFICE ADDRESS:

\_\_\_\_\_

PHONE NUMBER:

\_\_\_\_\_ DATE \_\_\_\_\_

SIGNED BY:

\_\_\_\_\_

Signature

\_\_\_\_\_  
(Please print or type name here)

TITLE

\_\_\_\_\_

EMAIL ADDRESS:

\_\_\_\_\_ @ \_\_\_\_\_



**WAYNE STATE UNIVERSITY RATE SCHEDULE (revised 11-01-2018)**

**POLICY**

Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than WSU wage rates.

The rates of wages and fringe benefits to be paid to each class of laborers and mechanics by each VENDOR and subcontractor(s) (if any) shall be not less than the wage and fringe benefit rates prevailing in Wayne County, Michigan, as determined by the United States Secretary of Labor. Individually contracted labor commonly referred to as "1099 Workers" and subcontractors using 1099 workers are not acceptable for work on any of Wayne State's properties. Rates for all counties are available at <https://wdolhome.sam.gov/>, and Procurement will post the schedules quarterly that pertain to Wayne County on its website at <http://procurement.wayne.edu/vendors/wage-rates.php>.

Certified Payroll must be provided for each of the contractor's or subcontractor's payroll periods for work performed on any University project. Certified Payroll must accompany Pay Applications, and be fully reconciled with the final Pay Application. Failure to provide certified payroll will constitute a material breach of contract, and pay applications will be returned unpaid, and remain unpaid until satisfactory supporting documents are provided.

Additional information can be found on the University Procurement & Strategic Sourcing's web site at the following URL address: <http://procurement.wayne.edu/vendors/wage-rates.php>

**PROCEDURE**

Construction Bids and other Bids or Proposals for work that includes construction shall contain a WSU Wage Rate clause outlining a contractor's responsibilities under University policy. Each bid solicitation shall include reference to the most current wage determination schedule that contractors can use when preparing their bids.

When compensation will be paid under WSU Wage Rate requirements, the University shall require the following:

- The contractor shall obtain and keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each laborer and mechanic employed in connection with this contract.
- The contractor shall submit a completed certified payroll document [U.S. Department of Labor Form WH 347] verifying and confirming the prevailing wage and benefits rates for all employees and subcontractors for each payroll period for work performed on this project. The certified payroll form can be downloaded from the Department of Labor website at <http://www.dol.gov/whd/forms/wh347.pdf>.
- A properly executed sworn statement is required from all tiers of contractors, sub-contractors and suppliers which provide services or product of \$10,000.00 or greater. Sworn statements must accompany applications for payment. All listed parties on a sworn statement as a subcontractor must submit Partial or Full Conditional Waivers for the amounts invoiced on the payment application. A copy of the acceptable WSU Sworn Statement and Waiver will be provided to the awarded contractor.

If the VENDOR or subcontractor fails to pay the WSU rates of wages and fringe benefits and does not cure such failure within 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:

- Withhold a portion of payments due the VENDOR 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 contract and the actual wages and fringe benefits paid.
- Terminate the contract and proceed to complete the contract by separate agreement with another vendor or otherwise, in which case the VENDOR and its sureties shall be liable to the UNIVERSITY for any excess costs incurred by the UNIVERSITY.



- Propose to the Associate Vice President for Business Services / Procurement that the Vendor be considered for Debarment in accordance with the University's Debarment Policy, found on our website at <https://policies.wayne.edu/appm/2-8-debarment-policy-on-non-responsible-vendor-in-procurement-transactions>

Terms identical or substantially similar to this section of this RFP shall be included in any contract or subcontract pertaining to this project.

Prior to award of the project, the apparent low bidder will be required to produce a schedule of values which will include the proposed subcontractors for each division of work and whether the subcontractor is signatory or non-signatory. A letter of intent or contract will not be issued to the apparent low bidder until this document is provided. The apparent low bidder will have one week to produce this document. If the required document is not received within this time, the bidder will be disqualified, and the next low bidder will be required to provide this schedule of values.



**APPENDIX A FOR THE  
PREVAILING WAGE SCHEDULE FOR THIS PROJECT**

**See web site:**

**<http://go.wayne.edu/bids>**



### Key Performance Indicator Tracking Sworn Statement Requirements

The University tracks its level of spend along a number of socio-economic categories. This includes its spend with Diverse organizations, its spend with Detroit based organizations, and its spend with Michigan based organizations. To assist with this, The University has the following requirements for submission of your bid and for Pay Applications submitted by the successful contractor.

#### Submission of Bid

1. **Diverse or disadvantaged prime contractor:** Please specify in your bid whether ownership of your company is a certified diverse or disadvantaged business, according to the categories listed previously in section 00300. In accordance with guidelines from the MMSDC and GL-WBC, the University considers a business to be diverse when it is at least 51% owned, operated, and controlled by one or more members of a diverse classification. Section 00300 has a place for this information on page 00300-3.
2. **Detroit based and Michigan Based contractor:** It is presumed that the contractor is headquartered at the location we submit our Purchase Orders to, and that it should be the same address as listed in Section 00300 at the signature line. If a supplier is headquartered elsewhere, please make note of this information, so we do not inaccurately include or exclude spend.

#### Pay Applications and Sworn Statements

1. **Applicability:** The University requires Sworn Statements with Pay Applications for all construction projects that use
  - Subcontractors greater than \$10,000.00
  - Significant suppliers (those with a purchase value of \$10,000 or more).
2. **Sworn Statements:** The Supplier must submit applicable monthly sworn statements to the Project Manager and the Buyer of Record, in the format shown on page 2 of Section 00420. Sworn Statements are “always required” for this project, and are to be submitted to **(Project\_Manager)**, the project manager, and to **Kimberly Tomaszewski, Senior Buyer**
3. **Inclusion:** Sworn Statements are to detail the inclusion of recognized diverse and disadvantaged groups in the following 2 categories; Subcontracts or Suppliers. The University recognizes the following groups as diverse or disadvantaged:
  1.
    - Minority Business Enterprises (MBE)
    - Women Business Enterprises (WBE)
    - Disabled Veteran Enterprises (DVBE)
    - Disabled Person Enterprises (DBE)
    - Veteran Owned Businesses (VBE)
    - Small Businesses per the US Small Business Administration (SBE)
4. A complete set of the University's Supplier Diversity Program, which includes complete definitions of each of the above, can be downloaded from our web site at <http://policies.wayne.edu/administrative/04-02-supplier-diversity.php>.



# WAYNE STATE UNIVERSITY

## McGregor Elevator Modernization WSU Project No. 043-323535

STATE OF MICHIGAN						Sworn Statement				
COUNTY OF _____ } §										
_____, being duly sworn, deposes and says that (s)he makes the Sworn Statement on behalf of _____, who is the Contractor for an improvement to the following described real property situated in _____ County, Michigan, and described as follows:										
That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom _____ has subcontracted for performance under the contract with the Owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows. (Subcontracts or suppliers of values of less than \$1,000 are omitted.)										
NO.	SUBCONTRACTOR (Name, Address, Telephone Number) SUPPLIER OR LABORER	S=Supplier C=Contractor	Type of Entity *see below	TYPE OF IMPROVEMENT FURNISHED	TOTAL CONTRACT PRICE	CONTRACT CHANGE +/-	ADJUSTED CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT CURRENTLY OWING	BALANCE TO COMPLETE
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
TOTALS										
* Type of Entity: MBE=Minority Business Enterprises; WBE=Women Business Enterprises; DVBE=Disabled Veteran Enterprises; DBE=Disabled Person Enterprises; VBE=Veteran Owned Businesses; SBE=Small Businesses per the US Small Business Administration										
Please attach additional sheets if the number of items exceeds the page limit.										



**McGregor Elevator Modernization**  
**WSU Project No. 043-323535**

That _____ has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement.									
Deponent further says that _____ makes the foregoing statement as a representative of _____, for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.									
									Deponent Signature
<b><u>WARNING TO OWNER:</u></b> AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE IS NOT NAMED OR HAS DIED.									
ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OF LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.									
<b><u>WARNING TO DEPONENT:</u></b> A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN, ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 IF THE MICHIGAN COMPILED LAWS.									
									(NOTARY STAMP BELOW)
Subscribed and sworn to before me this _____ day of _____									
Notary Public _____									
County, Michigan - My commission expires: _____									
Rev.4 06.05.15									



**WAYNE STATE UNIVERSITY**  
**PAYMENT PACKAGE DOCUMENT REQUIREMENTS (Revised 7-23-2015):**

Review and comply with Section 410 of Bid Front End Documents.  
Review and comply with Article 15 of the Supplemental General Conditions.

**PAYMENT APPLICATION - AIA document G702 & G703 (or equivalent) –Checklist:**

- Correct Project Name – Found on your contract.
- Correct Project Number – Found on your contract.
- Purchase Order Number – Required prior to beginning work.
- Correct Application Number.
- Correct Period Reporting Dates – Applications support docs must be sequential and within application range.
- Approved & Executed Change Orders Listed. (Cannot invoice for unapproved Change Orders)
- Schedule of Values percentages and amounts match the approved Pencil Copy Review – Signed by the Architect, Contractor, and University Project Manager.
- Correct Dates – Back dating not accepted.
- Signed and Notarized.

**SWORN STATEMENT – Checklist:**

- List all contractors, sub-contractors, suppliers... ≥ \$10,000.00
- A sworn statement is required from every Sub Contractor on the job with a material purchase or sub-contract of \$10,000 or more. (All tiers.)
- Purchase Order Number
- Dates – Back dating not accepted.
- Signed and Notarized.

**CERTIFIED PAYROLL - Dept. of Labor Form WH-347 – Checklist: (Union and Non-Union)**

- For every contractor & sub-contractors work, for each week within the application reporting period.
- Correct Project Number
- List ALL workers on-site.
- Make sure their addresses are listed.
- Social Security Numbers MUST be blackened out or listed in XXX-XX-1234 format.
- Work classifications based on the job specific Prevailing Wage Schedule descriptions.
- For any workers paid at the Apprenticeship rates - proof of enrolled program and current completion required.
- Rate of Pay verified against the Prevailing Wage Schedule with an hourly cost breakdown of fringes paid.
- Authorized signatures on affidavit.
- Dates – must represent the weeks within the application period.

**APPLICATION PACKAGE SUPPORTING DOCUMENTATION –**

- **Proof of Ownership** for any 'Owner Operator' contractors not wishing to claim their time on prevailing wage. – (Must list their hours and dates worked on the WH-347 Form and enter EXEMPT on the income brackets.) The Owner must provide copies of "DBA" registration form confirming status as exempt from prevailing wage requirements.
- **Proof of Stored Materials** – Bill of Lading, Delivery Receipts, Pictures, Certificate of Insurance or endorsement page specifically insuring stored material at location, and pictures with materials clearly





separated and labeled for WSU. The University reserves the right to on site verification of stored materials.

- **Partial Conditional Waivers** – The contractor shall provide covering the entire amount of the application. For non-bonded projects all sub-contractors must provide for all applications which they have a draw.
- **Partial Unconditional Waivers** – Must release amount paid for work and be delivered starting with application #2 and in no case after payment application #3, through all sequential applications for contractors, sub-contractors, and suppliers listed on the Sworn Statements.
- **Full Unconditional Waivers** – Must be delivered with final payment application, releasing all contractors, sub-contractors, suppliers listed on the sworn statements and any legitimate notice of furnishings reconciled.

**FINAL PAYMENT APPLICATION – Checklist:**

- Clear and concise As-Built drawings.
- Operation and Maintenance Manuals
- Process and training directions (if applicable).
- Warranty of work in accordance with project documents.
- Submittals log and samples installed on the job.
- Certificate of Substantial Completion
- Full Unconditional Waiver

○

**The Project Manager may provide additional requirements as may apply to individual jobs**

Revised 11-01-2018



### **Contractor Performance Evaluation**

In an effort to provide continuous process improvement regarding the construction of various university projects, Wayne State University is embarking upon a process of evaluating the contractor's overall performance following the completion of work. At the conclusion of the construction project a subjective evaluation of the Contractor's performance will be prepared by the Project Manager and the supervising Director of Construction. The evaluation instrument that will be used in this process is presented below:



### Contractor Evaluation Sheet

Contractor Name : _____	Project Name: _____
Contractor's PM: _____	PM Name: _____
Superintendent: _____	Project Number: _____ PO#: _____
Designer: _____	

**EVALUATION SCORING:** 1 = Unacceptable, 2 = Less than Satisfactory, 3 = Satisfactory or Neutral, 4 = Good, 5 = Excellent

Note: Comments are REQUIRED if any score is less than 3. Write comments on the back of the evaluation.

#### Field Management

	Score					Weight	Total
1) Work Planning / Schedule:	1	2	3	4	5	8	
2) Compliance with Construction Documents:	1	2	3	4	5	8	
3) Safety Plan & Compliance:	1	2	3	4	5	5	
4) Compliance with WSU procedures:	1	2	3	4	5	7	
5) Effectiveness of Project Supervision:	1	2	3	4	5	8	
6) Project Cleanliness:	1	2	3	4	5	3	
7) Punch List Performance:	1	2	3	4	5	5	
8) Contractor Coordination with WSU Vendors:	1	2	3	4	5	3	
9) Construction Quality:	1	2	3	4	5	8	

#### Administrative Management

10) Responsiveness:	1	2	3	4	5	4	
11) Contractor communication:	1	2	3	4	5	4	
12) Contractor Professionalism:	1	2	3	4	5	3	
13) Subcontractor Professionalism:	1	2	3	4	5	3	
14) Compliance with Contract Requirements:	1	2	3	4	5	3	
15) Submittal\RFI Process:	1	2	3	4	5	4	
16) Close-out - Accuracy of Documents	1	2	3	4	5	7	

#### Invoice and Change Management

17) Change Management	1	2	3	4	5	7	
18) Applications for Payment	1	2	3	4	5	6	
19) Timely payment of Subs/Suppliers:	1	2	3	4	5	4	
						<b>Total</b> 100	<b>Total</b>

20) Level of Self-Performance:	Low	Med	High
21) Would you work with this Contractor again?		Yes	No
22) Would you work with this team again?		Yes	No

One year follow up

23) Warranty Support:	1	2	3	4	5
-----------------------	---	---	---	---	---

Evaluator

Signature _____	Date: _____
Title: _____	
Name: _____	

Please Print

Rev. 2-17-2015 RGP



We are providing the evaluation instrument at this time to allow the bidder's to review and understand the criterion that the University's project management team will use to evaluate the successful bidder's performance at the conclusion of the project. It is the intent of the university to utilize the results of this evaluation to determine if it will continue to conduct business with the Contractor in future bidding opportunities.

The scoring range is between 100 to 500 points, with 100 being low and 500 being high. Each question has an associated 'weight' factor, and the higher the weight; the greater the importance of satisfactory performance on the final score. At the conclusion of the project, and after the Project Manager and the supervising Director has prepared their independent evaluation, the University's project representative will meet with the Contractor to review the results. Acceptable contractor performance is essential to avoid having the University decline future work with the Contractor. An appeals process is available for Contractor disagreement with evaluation scores.

Contractors engaged in work are encouraged to maintain an open and regular dialog with the Design and Construction Department over the course of the construction project to ensure that the final evaluation is an accurate representation of the Contractor's performance.



CONSOLIDATED AGREEMENT FOR CONSTRUCTION GENERAL CONTRACTING

BOARD OF GOVERNORS OF WAYNE STATE UNIVERSITY  
DETROIT, MICHIGAN

With

[GENERAL CONTRACTOR'S NAME] |

For

[NAME PROJECT] |

Wayne State University Contract Number [ ]

This Agreement is entered into on [ ], 20[ ], by and between the Board of Governors of Wayne State University, called "University" in this Agreement, and [CONTRACTOR NAME], called "Contractor" in this Agreement, to provide construction labor and materials as outlined in the Bid accepted [ENTER DATE HERE], attached to this Agreement as Exhibit A, for the Project described in this Agreement.

[ENTER A BRIEF DESCRIPTION OF THE PROJECT] |

## **1.00 CONTRACT DOCUMENTS**

The Contract Documents shall consist of this Agreement, the Contractor's Bid or Proposal attached to this Agreement as Exhibit A only insofar as consistent with the other Contract Documents, the General Conditions of Construction, the Supplementary General Conditions, the approved plans and specifications, and other documents listed in Article 11, Inclusion by Reference. In the case of conflicts between the Contractor's Bid and this Agreement or other Contract Documents, the language of this Agreement and the other Contract Documents shall prevail over the Contractor's Bid or Proposal.

## **2.00 DESIGN PROFESSIONAL**

The Design Professional for this Project is:

[NAME]  
[ADDRESS] |

The University intends that the relationship between the Contractor, Design Professional and University will be one of mutual cooperation and respect in order to promote efficiency and quality in the Project work.

## **3.00 CONTRACTOR'S RESPONSIBILITIES**

### **3.01 Scope of Work**

The Contractor shall furnish all labor, materials, equipment, project management and construction superintendent services necessary to construct the Work in accordance with the approved Contract Documents and executed Change Orders, including requirements reasonably inferable therefrom.

### **3.02 Skill and Judgment**

The Contractor covenants with the University to furnish its best skill and judgment in furthering the interests of the University as defined in the Contract Documents. The Contractor shall perform all obligations under the Contract Documents using efficient business administration, superintendence and best efforts to facilitate the expeditious and timely completion of the Project consistent with the interests of the University as expressed in the Contract Documents. The Contractor acknowledges that significant effort will be invested in complying with the Contractor's Construction Schedule, and in maintaining construction quality. Accordingly, the Contractor further acknowledges that the greatest degree of professionalism is expected from the Contractor and the Design Professional in accomplishing their respective contractual obligations and that when potential conflicts exists, each shall demonstrate appropriate respect, professionalism and cooperation with each other in resolving such conflicts.

### **3.03 Scheduling**

The Contractor shall develop a Contractor's Construction Schedule that clearly indicates the interrelationship of activities and defines the critical path of the entire Project. The Contractor shall submit a preliminary Contractor's Construction Schedule, by the earlier of fifteen (15) days from either the Notice to Proceed or the execution of this Agreement. The Contractor shall provide iterative updates to the Contractor's Construction Schedule with each Application for Payment, but no less than monthly. Upon request by the University, the

Contractor shall prepare and submit a resource-loaded Contractor's Construction Schedule to the University and Design Professional for approval.

### **3.04 Construction**

#### **3.04.1 Subcontracts and Purchase Agreements**

The Subcontracts shall be solely between the Contractor and the Subcontractors. Nothing in any Subcontract shall establish any contractual relationship between the University and any Subcontractor. However, the University is an intended third-party beneficiary of all Subcontracts, purchase orders and other agreements; the Contractor shall incorporate the obligations of the Contract Documents into its respective Subcontracts, supply agreements and purchase orders.

The Contractor will screen and pre-qualify, utilizing appropriate industry standards, potential Subcontractors for the Work keeping in mind the requirement to recruit and encourage Minority/Women Business Enterprise participation. The University shall have the right to review and approve all Subcontractors qualified or rejected for qualification by the Contractor. The Contractor shall notify the University of all Subcontractors to be used, and the Contractor shall remove any Subcontractor to which the University has an objection.

The Contractor shall obtain appropriate guarantees and warranties acceptable to the University from the Subcontractors, which shall be for the direct benefit of the University.

#### **3.04.2 Construction Supervision**

- a) The Contractor shall establish sufficient on-site organization, staffing and support as well as clear lines of authority in order to expeditiously complete the Project in accordance with the Contract Documents, in every aspect, on a totally coordinated basis.
- b) The Contractor shall maintain a competent full-time staff available at the site while Work is being performed to supervise, schedule and coordinate the performance of the Work of all Subcontractors in accordance with the University's objectives including cost, time for completion and quality of the Work. Contractor's Staffing Plan is attached as Exhibit D to this Agreement. The Staffing Plan shall not be changed, except with the written consent of the University's Representative unless members of the Project Staff cease to be in the employ of the Contractor.
- c) The Contractor shall notify the University of the dates, times and locations of conferences with Subcontractors and schedule and conduct regular progress meetings to be attended by all parties in interest including the University to discuss such matters as procedures, progress, job problems, scheduling, coordination, changes, and related matters.
- d) The Contractor shall take, transcribe and promptly distribute to all parties, including the University, minutes of such progress meetings with the Subcontractors, weekly job meetings and monthly management meetings.
- e) The Contractor shall maintain an on-site daily log of construction progress, problems and items of special interest. The Contractor shall provide digital photographic files and digital recording showing Project status or progress. Such logs, records, photographs and videos shall be immediately available to the University upon request.
- f) The Contractor shall furnish monthly written progress reports on the Subcontractors' work in a form acceptable to the University and assist the Design Professional and the University with periodic and final inspections of the Work. At all inspections preceding the final inspection, the Contractor shall furnish a detailed report to the University of observed discrepancies, deficiencies, and omissions in the Work



performed by any Subcontractor.

- g) The Contractor shall provide and maintain a correct layout of the structures and monitor the Work to verify that all lines and levels are adhered to by the Subcontractors. The Contractor shall immediately report in writing all discrepancies with respect to design details for prompt resolution by the Design Professional.
- h) The Contractor shall submit any Request for Information (RFI) to the Design Professional and University only after attempting to determine if the requested clarification is contained in the Contract Documents; any RFI shall contain sufficient detail to allow a response within seven (7) calendar days of when the RFI is submitted. In no event shall the response to an RFI be considered delayed unless more than fourteen days have passed since the RFI was submitted.
- i) The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents or that which is reasonably inferable for the completion of the Project.
- j) The Contractor shall be responsible to the University for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing any portion of the Work related to a contract with the Contractor.
- k) The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities of the University, Design Professional, or by tests, inspections or approvals required or performed by persons other than the Contractor, except where such relief is authorized by the University in writing in accordance with this Agreement.
- l) The Contractor shall inspect portions of Work performed or portions of existing facilities being renovated in this Project to determine that such portions are in proper condition to receive subsequent Work. Further, the Contractor shall plan for and call for the review of the Work by the University's commissioning agents as required. The Contractor's Construction Schedule shall include activities that recognize this coordination responsibility.

#### **3.04.2.1 Safety**

The Contractor shall protect adjoining property and nearby buildings, roads, and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Contractor's operations or storing practices. Dust shall be controlled by sprinkling, negative pressure exhausting or other effective methods acceptable to University. Fugitive dust from interior demolition shall be controlled by negative pressure exhausting. An erosion and sedimentation control program shall be initiated, which includes measures addressing erosion caused by wind and water and sediment in runoff from site. A regular watering program shall be initiated to adequately control the amount of fugitive dust.

The Contractor is knowledgeable of and understands that the University may intend to maintain occupancy of certain portions of the existing facility. The Contractor shall exercise precaution at all times for the protection of persons and their property. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and (3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the Work or permanently installed as part of the Project.





The Contractor shall also provide and adequately maintain all required means of egress, including but not limited to, proper temporary walks, roads, guards, railings, lights, and warning signs. The Contractor shall comply with all applicable laws relating to safety precautions. The Contractor shall establish, maintain and update a Project Specific Safety Program.

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the University and Design Professional.

The Contractor shall require each and every one of its subcontractors and Trade subcontractors to comply with all of the provisions of this section.

The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in the Contract.

#### **3.04.2.2 Hazardous Condition**

The University and/or the Design Professional may bring to the attention of the Contractor a possible hazardous situation in the field regarding the safety of personnel on the site. The Contractor shall be responsible for verifying that all local, state, and federal workplace safety guidelines are being observed. In no case shall this right to notify the Contractor absolve the Contractor of its responsibility for monitoring safety conditions. Such notification shall not imply that anyone other than the Contractor has assumed any responsibility for field safety operations.

Explosives shall not be used without first obtaining written permission from the University and then shall be used only with the utmost care and within the limitations set in the written permission and in accordance with prudence and safety standards required by law. Storage of explosives on the Project site or University is prohibited. Powder activated tools are not explosive for purposes of this Article; however, such tools shall only be used in conformance with State safety regulations.

The Contractor shall immediately make a report to the University's Police Department and report in writing to the University's Representative, within eight (8) hours, all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site but on University property, which caused death, personal injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall report promptly the facts in writing to the University's Representative, giving full details of the claim.

#### **3.04.2.3 University's Right to Stop the Work**

If the Contractor fails to correct work which is not in accordance with the requirements of the Contract Documents as required, or persistently fails to carry out work in accordance with the Contract Documents, the University Representative, by written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the University to stop the Work shall not give rise to a duty on the part of the University to exercise this right for the benefit of the Contractor or any other person or entity.



It is understood that while the Contractor is fully responsible for the safety of the Work, and for the methods of its execution, if the University deems that the Contractor is failing to provide safe conditions, the University may stop the Work under such conditions. However, this ability shall not create such duty on the University. Under no circumstance shall the Contractor be granted a time extension or Contract Sum increase for conditions resulting by a stop work order.

#### **3.04.2.4 University's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the University to commence and continue correction of such default or neglect with diligence and promptness, the University may after such three (3) day period, without prejudice to other remedies the University may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Design Professional's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the University.

#### **3.04.3 Document Management**

The Contractor shall maintain at the job site, on a current basis, all Project documents including plans, specifications, shop drawings, samples, submittal, purchase orders, Subcontracts, material specifications, and any other related documents, and revisions thereto, which arise out of or relate to the Project, this Agreement or the Work. Prior to final payment, copies of all such records shall be provided to the University.

The Contractor shall be responsible for reviewing, processing and paying applications by Subcontractors for progress and final payment. The University will compensate the Contractor monthly based on the requirements of Article 4.04, Application For Payment.

The Contractor shall prepare and submit to the University every three months a report of the total M/WBE participation in the Project to demonstrate compliance with Paragraph 3.04.6 together with a projection of M/WBE participation through Final Completion.

#### **3.04.3.1 Review of Contract Documents and Field Conditions by Contractor**

Execution of the Contract by the Contractor is a representation that the Contractor shall have thoroughly and carefully examined the site of the Work; investigated any and all conditions which can affect the Work or its cost, including but not limited to, availability of labor, materials, supplies, water, electrical power, roads, access to the site, University episodic and scheduled closures, uncertainties of weather, water tables, the character of equipment and facilities needed to perform the Work, and local conditions under which the Work is to be performed; and further, that the Contractor shall insure that the documents issued for bidding by Trade Contractors reflect the results of this investigation and are adequate to complete the Work. It is the responsibility of the Contractor to be familiar with the materials, equipment, or procedures to be used in the Work, or which in any other way could affect the completion of the Work. Any failure to properly familiarize themselves with the proposed Work shall not relieve the Contractor from the responsibility for completing the Work in accordance with the Contract Documents.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project. Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to be consistent with the Contract Documents and the highest standard of care. In the case of an inconsistency between, or perceived omission or error in the Drawings, Specifications, or other Contract Documents which is not clarified by addendum or RFI, or should the Contractor be in doubt as to their exact meaning, the Contractor shall notify



the Design Professional and the University prior to performing any related Work. The University shall not be responsible for the Contractor's misinterpretations of Drawings and Specifications and/or other Contract Documents.

The Contractor shall have a continuing duty to read, carefully study and compare the Contract Documents and product data with each other and with information furnished by the University, and shall at once report to the Design Professional and the University errors, inconsistencies, ambiguities and omissions before proceeding with the affected Work. The Contractor shall be liable to the University for damage resulting from errors, inconsistencies or omissions in the Contract Documents, relating to constructability if the Contractor recognized or should have recognized such error, inconsistency, ambiguity or omission and failed to report it to the Design Professional and the University. If the Contractor performs any construction activity which involves such error, inconsistency, ambiguity or omission in the Contract Documents relating to constructability, without such notice to the Design Professional and the University, the Contractor shall assume responsibility for such performance and shall bear all costs attributable for correction. If the Contractor submits authorized substitutes that cost in excess of the Contract Sum which cause coordination conflicts, the Contractor shall bear all costs attributable to correction.

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Design Professional prior to performing any affected Work.

The Contractor shall perform the Work in accordance with the Contract Documents.

#### **3.04.4 Cash Flow Estimates and Cost Control**

At the University's request, the Contractor shall prepare a Cash Flow Estimate indicating the anticipated schedule of payment application amounts within fifteen (15) days after the Contractor's Bid has been accepted. The Cash Flow Estimate shall be revised periodically, at least every three months, unless significant deviations are expected or otherwise more frequently as requested by the University.

The Contractor shall review requests for changes with the University, and with the University's approval, obtain quotations from affected Subcontractors. Bulletins to Subcontractors shall define the scope of the change and require pricing using either lump sum, time and materials or cost of Work for all items of Work, including overhead and profit as may be defined in the Bid and this Agreement and shall include costs related to schedule delays, if applicable. Where both additions and deductions are involved, each should be calculated separately. Contractor shall be responsible for reviewing the pricing submitted by Subcontractors for accuracy, completeness, and reasonableness.

#### **3.04.5 Minority/Women Business Enterprise Participation**

**The University makes a continuous effort to strongly encourage Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) contractors and supplier to bid on and participate in University contracts. To the fullest extent permitted under federal and Michigan law, you are strongly encouraged to retain the services of WBE and MBE Subcontractors and suppliers of goods and services in connection with performance of this Contract. For purposes of this Contract, MBE is defined as a business entity in which 51% or minority individuals hold more of the voting shares and interest in the enterprise. The minority ownership of the enterprise shall have management and investment control of the company. WBE is defined as a business entity in which 51% or a woman or women hold more of the voting shares and interest in the enterprise. The female ownership of the enterprise shall have management and investment control of the company.**

### **3.04.7 Time of Completion**

The Contractor acknowledges that time is of the essence in performing and completing the Work on the Project. Accordingly, the Contractor shall comply with the activity and milestone completion dates as defined in the Contractor's Construction Schedule as mutually agreed by the Contractor, the University and the Design Professional. The Contractor shall provide, prepare and/or participate in developing schedules, submittals, shop drawings, construction schedules, close out documents, or other activities consistent with the conditions of the Contract Documents and as set forth below:

- A. Substantial Completion: [ENTER COMPLETION DATE] |
- B. Punchlist Completion: [ENTER COMPLETION DATE]
- C. Final Completion: [ENTER COMPLETION DATE]

### **3.04.8 Timely Completion**

Contractor acknowledges that the University has scheduled use of the Project immediately following the Dates of Substantial Completion. In scheduling that use, the University may have signed contracts and otherwise made financial commitments relating to the use of the Project no later than the date of Substantial Completion. In the event that the Contractor fails to complete on or before the date for Substantial Completion, the Contractor shall be responsible to reimburse the University for all direct, indirect and administrative costs and expenses incurred in locating, coordinating and securing alternate sites, refunding deposits, and taking any other reasonable action as a consequence of the Contractor's failure to achieve Substantial Completion by the date stated in this Agreement.

The University shall be entitled to retain from the Contractor those damages incurred upon the Contractor's default of Substantial Completion, as provided above.

**The Contractor further agrees to complete 100% of all punchlist items, documented on the Substantial Completion certificate, within forty-five (45) days of the date of Substantial Completion. Nothing in this Article 3.04.08 shall be construed as a limitation or waiver on such other rights as the University may have.**

#### **3.04.8.1 Substantial Completion**

"Substantial Completion" shall mean the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the University can occupy or utilize the Work for its intended use. Substantial Completion shall only be determined as described in the Contract Documents.

#### **3.04.8.2 Final Completion**

"Final Completion" means the completion of all the Work in accordance with the Contract Documents and the acceptance thereof by the University. Completion of the Work includes (1) full performance of all Contract terms; (2) acceptance of the Work by University; (3) resolution of all outstanding Changes of Contract; (4) completion of all "punch-list" items; and (5) delivery of all Close-out Documents.

### **3.05 Contractor's Insurance**



The Contractor shall not commence Work under this Contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the University; likewise, no subcontractor or subconsultant shall be allowed to commence Work until the insurance required has been obtained. The Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and the University from claims, such as for bodily injury, death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The types of such insurance and any additional insurance requirements are specified herein with the amounts and limits set forth in the Supplementary General Conditions.

### **3.05.1 Policies and Coverage**

The following policies and coverages shall be furnished by the Contractor promptly upon request by the University:

(1) Comprehensive or Commercial Form General Liability Insurance covering all Work done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and Contractual liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to work required of the Contractor by these Contract Documents. This insurance shall include the contractual obligations assumed under the Contract Documents and specifically section 4.06.

(2) Business Automobile Liability Insurance on an "Occurrence" form covering owned, hired, leased, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and Contractual liability.

(3) Worker's Compensation and Employer's Liability Insurance as required by Federal and Michigan law. The Contractor shall also require all of its Subcontractors to maintain this insurance coverage.

(4) The Umbrella Excess Liability insurance must be consistent with and follow the form of the primary policies, except that Umbrella Excess Liability insurance shall not be required for the Medical Expense Limit.

(5) Builder's Risk Insurance.

(6) Professional Liability Insurance (Errors and Omissions).

### **3.05.2 Proof of Coverage**

Certificates of Insurance, or other evidence of the insurance required by these Contract Documents or requested by the University, shall be submitted by the Contractor to the University. The Certificates of Insurance shall state the scope of coverage and deductible, identify any endorsements to the policies and list the University as an additional named insured. Any deductible shall be the Contractor's liability. The Certificates of Insurance shall provide for no cancellation or modification of coverage without thirty (30) days prior written notice to the University. Acceptance of Certificates of Insurance by the University shall not in any way limit the Contractor's liabilities under the Contract Documents. In the event the Contractor does not comply with these insurance requirements, the University may, at its option, provide insurance coverage to protect the University; the cost of such insurance shall be deducted from the Contract Sum or otherwise paid by the Contractor. Renewal certifications shall be filed in a timely manner for all coverage until the Project is accepted as complete. Upon the University's request, the Contractor shall provide copies of the policies obtained from the insurers.

### **3.05.3 Subcontractor's Insurance**





The Contractor shall either require subcontractors to carry the insurance or the Contractor shall insure the activities of the subcontractors in the amount, types and form of insurance required by the Contract Documents. If the Contractor elects to have its subcontractors purchase individual insurance policies, the Contractor's subcontracts shall include a clause requiring that copies of any insurance policies which provide coverage to the Work shall be furnished to the University. The Contractor shall supply the University with a list of all subcontractors showing whether or not they have individual insurance policies and certifying that those subcontractors without individual insurance policies are insured by the Contractor.

#### **3.05.4 Scope of Insurance Coverage**

The Contractor's insurance as required by the Contract Documents (including subcontractors' insurance), by endorsement to the policies and the Certificates of Insurance, shall include the following and may be presented in the form of a rider attached to the Certificates of Insurance:

(1) The Board of Governors of Wayne State University, the University, their officers, employees, representatives and agents including the Design Professional, shall be included as additional named insureds for and relating to the Work to be performed by the Contractor and subcontractors. This shall apply to all claims, costs, injuries, or damages.

(2) A Severability of Interest Clause stating that, "The term 'insured' is hereby used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurer's or insurers' liability."

(3) A Cross Liability Clause stating that, "In the event of claims being made under any of the coverages of the policy or policies referred to herein by one or more insured hereunder for which another or other insured hereunder may be liable, then the policy or policies shall cover such insured or insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurer's limits of liability as set forth in the insuring agreements."

(4) The Board of Governors of Wayne State University, the University, their officers, employees, representatives and agents, shall not by reason of their inclusion as insured incur liability to the insurance carriers for payment of premiums for such insurance. However, the Board of Governors of Wayne State University may, in their sole discretion after receiving a notice of cancellation for nonpayment, elect to pay the premium due and deduct such payment from any sums due to the Contractor or recover the amount paid from the Contractor if the sums remaining are insufficient.

(5) Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by the Board of Governors of Wayne State University, the University, their officers, employees, representatives and agents.

#### **3.05.5 Miscellaneous Insurance Provisions**

The form and substance of all insurance policies required to be obtained by the Contractor shall be subject to approval by the University. All such policies shall be issued by companies lawfully authorized to do business in Michigan and be acceptable to the University. All property insurance policies to be obtained by the Contractor shall name the University as loss payee as its interest, from time to time, may appear.

The Contractor shall, by mutual agreement with the University and at the University's cost, furnish any additional insurance as may be required by the University. The Contractor shall provide appropriate endorsements evidencing such additional insurance.

In the event that the scope of Work includes asbestos abatement, the Contractor or subcontractor, as appropriate, shall provide \$1,000,000 asbestos liability insurance.

The University is not required to provide or purchase any additional insurance with respect to this Project or the Work required of the Contractor for the Project.

### **3.05.6 Loss Adjustment**

Any insured loss is to be adjusted with the University and made payable jointly to the University and the Contractor. The Contractor shall cooperate with the University in a determination of the actual cash value or replacement value of any insured loss. Any deductible amount shall be the responsibility of the Contractor to resolve.

### **3.05.7 Compensation Distribution**

The University upon the occurrence of an insured loss shall account for any money so received and shall distribute it in accordance with such agreement as the interested parties may reach. Claim payments received shall be distributed proportionately according to the actual percentages of losses to both. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate contract change order. Any dispute shall be resolved by the University.

### **3.05.8 No Waiver of Subrogation**

The University does not waive any rights of Subrogation that it may possess on this Project.

## **3.06 Indemnification**

### **3.06.1**

To the fullest extent permitted by law, the Contractor shall hold harmless, defend, and indemnify the Board of Governors of Wayne State University, the University, and officers, employees, representatives and agents of each of them, from and against any and all claims or losses arising out of or are alleged to be resulting from, or relating to (1) the failure of the Contractor to perform its obligations under the Contract or the performance of its obligation in a willful or negligent manner; (2) the inaccuracy of any representation or warranty by the Contractor given in accordance with or contained in the Contract Documents; and (3) any claim of damage or loss by any subcontractor, or supplier, or laborer against the University arising out of any alleged act or omission of the Contractor or any other subcontractor, or anyone directly or indirectly employed by the Contractor or any subcontractor.

### **3.06.2**

To the fullest extent permitted by law, the Contractor shall be liable for and hereby agrees to defend, discharge, fully indemnify and hold the University harmless from and against any and all claims, demands, damages, liability, actions, causes of action, losses, judgments, costs and expenses of every nature (including investigation costs and/or expenses, settlement costs, and attorney fees and expenses incident thereto) sustained by or asserted against the University arising out of, resulting from, or attributable to the performance or nonperformance of any Work and/or obligation covered by the Contract or to be undertaken in connection with the construction of the Project contemplated by the Contract (collectively, "Claim"), including, but not limited to, any Claim for: (a) any personal or bodily injury, illness or disease, including death at any time resulting therefrom of any person, (including, but not limited to, employees of the University, the Contractor, any subcontractor, and any materialman and the general public); (b) any loss, damage or destruction of any property; (c) any loss or damage to the University's operations, arising out of, resulting from, or attributable in



whole or in part to (i) any negligence or other act or omission of the Contractor, and any subcontractor, any materialman and/or any other person or any of the directors, officers, employees or agents of any of them or (ii) any defects in material or equipment furnished hereunder; (d) any payments allegedly owed to subcontractors, sub-subcontractors or materialmen; (e) any acts or omissions relative to conditions of safety and protection of persons on the Project site; and/or (f) any act or omission relative to the Contractor's breach of obligations and regarding non-discrimination as set forth in these General Conditions. The Contractor shall not be liable hereunder to indemnify the University against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the University, its agents or employees. The Contractor, at its own cost and expense, shall take out and maintain at all times during the effective period of the Contract, contractual liability insurance insuring the performance by the Contractor of its contractual duties and obligations under this Article, which insurance shall name the University as additional insured and shall be in form and amount and from an insurance company satisfactory to the University. The Contractor's duty to fully indemnify the University shall not be limited in any way by the existence of this insurance coverage.

### **3.06.3**

The Contractor shall also be liable for and hereby agrees to pay, reimburse, fully indemnify and hold the University harmless from and against all costs and expenses of every nature (including attorney fees and expenses incident thereto) incurred by the University in collecting the amounts due from the Contractor, or otherwise enforcing its rights, under the indemnifications described in this Article.

### **3.06.4**

In claims against any person or entity indemnified under this Article made by an employee of the Contractor or a Subcontractor, supplier or indirectly employed by any of them, or anyone for whose acts is made liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor, Subcontractor or supplier under workers compensation laws, disability benefit laws, or other laws providing employee benefits.

### **3.06.5**

The indemnification obligations under this Article shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

### **3.06.6**

The Contractor shall hold harmless, defend, and indemnify the University from and against losses resulting from any claim of damage made by any separate contractor of the University against the University arising out of any alleged acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by either the Contractor or subcontractor, or anyone for whose acts either the Contractor or subcontractor may be liable.

### **3.06.7**

The Contractor shall hold harmless, defend, and indemnify the separate Contractors of the University from and against losses arising out of the negligent acts or omissions or willful misconduct of the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable.

## **3.07 Guarantee**





The Contractor unconditionally guarantees the Work under this Contract to be in conformance with the Contract Documents and to be and remain free of defects in workmanship and materials not inherent in the quality required or permitted. Contractor shall repair or replace any Work, together with any adjacent Work which may be displaced in so doing, which is not in accordance with the requirements of the Contract or which is defective in its workmanship or material, all without any expense whatsoever to the University for a period of **one (1) year / two (2) years** from the date of Substantial Completion, unless a longer guarantee period is stipulated in the Contract Documents or otherwise available from the manufacturer ("Repair Period").to.

Special guarantees that are required by the Contract Documents shall be signed by the Contractor who is responsible for the entire work and countersigned by the subcontractor who performs the work.

The Contractor further agrees that within five calendar days after being notified in writing by the University of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, it shall commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee and to complete the Work in accordance with the requirements of the Contract with sufficient manpower and material to complete the repairs as expeditiously as possible. The Contractor, in the event of failure to so comply, does hereby authorize the University to proceed to have the Work done at the Contractor's expense, and it agrees to pay the cost thereof upon demand. The University shall be entitled to all costs necessarily incurred upon the Contractor's refusal to pay the above cost.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to health, safety or damage of the University's employees, property, or licenses, the University may undertake at the Contractor's expense, without prior notice, all Work necessary to correct such hazardous conditions caused by the Work of the Contractor not being in accordance with the requirements of this Contract.

The Contractor shall require a similar guarantee in all subcontracts, including the requirement that the University be reimbursed for any damage or loss to the Work or to other Work resulting from such defects.

If required by the Contract Documents, the Maintenance and Guarantee Bond shall be in full force and effect during the entire Repair Period, unless a longer bond period is stipulated in the Contract Documents.

#### **4.00 CONTRACTOR'S COMPENSATION**

##### **4.01 Basis of Compensation**

In consideration of the full performance of this Agreement by the Contractor, the University shall compensate the Contractor as stated in **Exhibit B**.

##### **4.02 Change Orders and Construction Change Directives**

###### **4.02.1 Generally**

The University reserves the right to issue written orders whether through a formal Change Order or Construction Change Directive, directing changes in the Contract at any time prior to the acceptance of the Project without voiding the Contract, and Contractor shall promptly comply with such order. A Construction Change Directive may be issued in writing by the University directing the Contractor to perform changed Work in the absence of a final agreement on a Change Order and the costs will be calculated as provided in 6.01.4. The Contractor may request changes in the Work, but shall not act on the changes until approved in writing by the University. Any change made without authority in writing from the University shall be the responsibility of the Contractor.

Any such changes in the Work that have a cost impact shall only be authorized by Change Orders approved by the University. No action, conduct, omission, prior failure or course of dealing by the University shall act to waive, modify, change or alter the requirement that Change Orders must be in writing and signed by the



University and Contractor and that such written Change Orders are the exclusive method for changing or altering the Contract Sum or Contract Time. The University and Contractor understand and agree that the Contract Sum and Contract Time cannot be changed by implication, oral agreements, actions, inaction, course of conduct or Construction Change Directive.

On the basis set forth herein, the Contract Sum may be adjusted for any Change Order requiring a different quantity or quality of labor, materials or equipment from that originally required, and the partial payments to the Contractor, set forth in section 8.01, may be adjusted to reflect the change. Whenever the necessity for a change arises, the Contractor shall take all necessary steps to mitigate the effect of the ultimate change on the other Work in the area of the change. Changed Work shall be performed in accordance with the original Contract requirements except as modified by the Change Order. Except as herein provided, the Contractor shall have no claim for any other compensation including lost productivity or increased overhead expenses due to changes in the Work. The amounts set forth in the Change Order constitute full compensation for both direct and indirect costs of the Work described in the Change Order. Payment by the University pursuant to the Change Order shall constitute full satisfaction of any and all claims for compensation and extension of time by the Contractor for the performance of the Work by the Contractor and all subcontractors.

#### **4.02.2 Proposed Change Orders**

The Design Professional, with approval of the University, shall issue to the Contractor a cost request Bulletin for a proposed change order describing the intended change and shall require the Contractor to indicate thereon a proposed amount to be added to or subtracted from the Contract Sum due to the change supported by a detailed estimate of cost. Upon request by the University, the Contractor shall permit inspection of the original Contract estimate, subcontract agreements, or purchase orders relating to the change. Any request for adjustment in Contract Time which is directly attributable to the changed Work shall be included with substantiating detailed explanation by the Contractor in its response to the cost request bulletin. Failure by Contractor to request adjustment of Contract Time in the response to the cost request Bulletin shall waive any right to subsequently claim an adjustment of the Contract Time based on the changed Work. The Contractor shall submit the response to the cost request Bulletin with detailed estimates and any time extension request thereon to the Design Professional and the University's Representative within ten (10) calendar days after issuance of the cost request bulletin. Upon its submission the Design Professional will review it and advise the University who will make the decision. If the Contractor fails to submit the response within the required ten (10) calendar days, and the Contractor has not obtained the Design Professional's and the University's permission for a delay in submission, the University may order the Contractor in writing to begin the Work immediately, and the Contract Sum shall be adjusted in accordance with the University's estimate of cost. In that event, the Contractor, within fifteen days following completion of the changed Work, may present information to the University that the University's estimate was in error; the University, in its sole discretion, may adjust the Contract Sum. The Contractor must keep and submit to the University time and materials records verified by the University to substantiate its costs. The University may require the Contractor to proceed immediately with the changed Work in accordance with section 4.02.4, "Failure to Agree as to Cost" or section 4.02.6 "Emergency Changes."

When the University and the Contractor agree on the amount to be added to or deducted from the Contract Sum and the time to be added to or deducted from the Contract Time and an Impact Report or a Contract Change Order is signed by the University and the Contractor, the Contractor shall proceed with the changed Work. If agreement is reached as to the adjustment in compensation for the performance of changed Work but agreement is not reached as to the time adjustment for such Work, the Contractor shall proceed with the Work at the agreed price, reserving the right to further pursue its Claim for a time adjustment. Any costs incurred to acquire information relative to a proposed Change Order shall not be borne by the University.

#### **4.02.3 Allowable Costs Upon Change Orders**



The only estimated or actual costs that will be allowed because of changed Work and the manner in which those costs shall be computed is described by this section.

#### **4.02.3.1 Labor**

Costs are allowed for the actual payroll cost to the Contractor for direct labor, engineering or technical services directly required for the performance of the changed Work, (but not site management such as field office estimating, clerical, project engineering, management or supervision) including payments, assessments, or benefits required by lawful labor union collective bargaining agreements, compensation insurance payments, contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the federal government required by the Social Security Act of August 14, 1935, as amended, unless the time of completion adjustments affect the general condition inclusion of the Contract Sum.

No labor cost will be recognized at a rate in excess of the appropriate wage rates established for that portion of the Work, nor will the use of a classification which would increase the labor cost be permitted unless the Contractor established to the satisfaction of the University the necessity for payment at a higher rate.

#### **4.02.3.2 Materials**

Costs are allowed for the actual cost to the Contractor for the materials directly required for the performance of the changed Work. Such cost of materials may include the costs of transportation, sales tax, and delivery if necessarily incurred. However, overhead costs shall not be included. If a trade discount by the actual supplier is available to the Contractor, it shall be credited to the University. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for such materials.

If, in the opinion of the University, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost from the actual suppliers thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed.

#### **4.02.3.3 Equipment**

Costs are allowed for the actual cost to the Contractor for the use of equipment directly required in the performance of the changed Work except that no payment will be made for time while equipment is inoperative due to breakdowns or for non-working days. The rental time shall include the time required to move the equipment to the Project site from the nearest available source for rental of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project in any other way than upon the changed Work. Individual pieces of equipment having a replacement value of \$500.00 or less shall be considered to be tools or small equipment, and no payment therefor will be made.

For equipment owned or furnished by the Contractor, no cost therefor shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the Work is performed. Blue Book rates shall not be used for any purpose.

The amount to be paid to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators who shall be paid for as provided in Article 4.02.3.1) and any and all costs to the Contractor incidental to the use of such equipment.

**4.02.3.4 Work by Subcontractors and Vendors**

For any portion of the changed Work which is to be performed by a subcontractor, the Contractor shall furnish to the University a detailed estimate prepared and signed by subcontractor of the cost to subcontractor for performing the changed Work. At the sole discretion of the University, a lump sum estimate of such cost to subcontractor may be accepted in lieu of the detailed estimate. The combined costs for subcontractor's overhead, profit, taxes, indirect supervision, insurance, bonds shall not exceed ten percent (10%). Estimates of the amount to be deleted from subcontractor's portion of the Work shall be gross cost of the deducted Work plus eight percent (8%). For changed Work to be furnished by a supplier, the Contractor shall furnish upon demand of the University, a lump sum estimate of the cost of the items including taxes and cartage to the Contractor prepared by the supplier. No supplier mark-up for overhead, profit, layout, supervision or bonds will be allowed for changed Work furnished by a supplier.

**4.02.3.5 Contractor Mark-up for Added Work**

Where changed Work is performed, the Contractor may add to the total estimated actual cost for such Work no more than ten (10%) for subcontractor mark-up and seven and one-half percent (7.5%) for self-performed trade work for profit, overhead, insurance, taxes, indirect supervision, bonds, and any other costs not allowed by section 4.02.01.

**4.02.3.6 Credit for Deleted Work**

The amount to be deducted from the Contract Sum shall be the total estimated actual cost of the deducted Work plus eight percent (8%).

Where an entire item or section of Work is deleted from the Contract, the entire subcontract cost or bid cost shall be considered the appropriate deduction less the value of Work performed. If the subcontract cost or bid cost is not identifiable, then estimates of the amount to be deducted from the Contract Sum shall be the gross cost of the deducted work plus six percent (6%) for saved overhead, bonds, insurance, and taxes.

For proposed change orders which involve both added and deleted Work, the Contractor shall separately estimate the cost of the added Work before mark-ups, and separately estimate the cost of the deleted Work before allowance of a credit. If the difference between the costs results in an increase to the Contract Sum, the mark-up for added Work shall be applied to the difference, and if the difference in the costs results in a decrease, then the mark-up for deleted Work shall be applied to the difference.

**4.02.3.7 Market Values**

Cost for added Work shall be no more than market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the University that it investigated all possible means of obtaining Work at prevailing market values and that the excess cost could not be avoided.

When a change order deletes Work from the Contract, the computation of the cost thereof shall be the values which prevailed at the time bids for the Work were opened or the Contract Sum established.

**4.02.4 Failure to Agree as to Cost****4.02.4.1 For Added Work**

Notwithstanding the failure of the University and the Contractor to agree as to the cost of the proposed Change Order, the Contractor, upon written order from the University, shall proceed immediately with the



changed Work. A Construction Change Directive or letter signed by the University shall be used for this written order. At the start of each day's Work on the change, the Contractor shall notify the University in writing as to the size of the labor force to be used for the changed Work and its location. Failure to so notify may result in the non-acceptance of the costs for that day. At the completion of each day's Work, the Contractor shall furnish to the University a detailed summary of all labor, materials, and equipment employed in the changed Work. The University will compare his/her records with Contractor's daily summary and may make any necessary adjustments to the summary. After the University and the Contractor agree upon and sign the daily summary, the summary shall become the basis for determining costs for the additional Work. The sum of these costs when added to an appropriate mark-up will constitute the payment for the changed Work. Subsequent adjustments, however, may be made based on later audits by the University. When changed Work is performed at locations away from the job site, the Contractor shall furnish in lieu of the daily summary, a summary submitted at the completion of the Work containing a detailed statement of labor, material, and equipment used in the Work. This latter summary shall be signed by the Contractor who shall certify thereon that the information is true.

The Contractor shall maintain and furnish on demand of the University itemized statements of cost from all vendors and subcontractors who perform changed Work or furnish materials and equipment for such Work. All statements must be signed by the vendors and the subcontractors.

#### **4.02.4.2 For Deleted Work**

When a proposed Change Order contains a deletion of any Work, and the University and the Contractor are unable to agree upon the cost thereof, the University's estimate shall be deducted from the Contract Sum and may be withheld from any payment due the Contractor until the Contractor presents adequate substantial information to the University that the University's estimate was in error. The amount to be deducted shall be the actual costs to the Contractor for labor, materials, and equipment which would have been used on the deleted Work together with an amount for mark-up as defined in the Contract Documents.

#### **4.02.5 Allowable Time Extensions**

For any change in the Work, the Contractor shall only be entitled to such adjustments in Contract Time due solely to performance of the changed Work. The procedure for obtaining an extension of time is set forth in Section 4.08 of these General Conditions. No extension of time shall be granted for a change in the Work unless the Contractor demonstrates to the satisfaction of the University that the Work is on the critical path and submits an updated CPM schedule showing that an extension of time is required and that the Contractor is making, or has made, every reasonable effort to guarantee completion of the additional Work called for by the change within the time originally allotted for the Contract. Failure by the Contractor to make the required submission or showing constitutes a waiver of any possible adjustment in Contract Time.

Any adjustment in Contract time shall specify the exact calendar day.

#### **4.02.6 Emergency Changes**

Changes in the Work made necessary due to unforeseen site conditions, discovery of errors in plans or specifications requiring immediate clarification in order to avoid a serious Work stoppage, changes of a kind where the extent cannot be determined until completed, or under any circumstances whatsoever when deemed necessary by the University are kinds of emergency changes which may be authorized by the University in writing to the Contractor. The Contractor shall commence performance of the emergency change immediately upon receipt of written direction from the University.

If agreement is reached as to compensation adjustment for the purpose of any emergency change, then compensation will be as provided in this section relating to ordinary changes. If agreement is not reached as to compensation at the time of commencing the emergency change, then compensation will be as provided in



section 4.02.4, that is, time and materials records and summaries shall be witnessed and maintained until either a lump sum payment is agreed upon, or the changed Work is completed.

#### **4.03 Records and Audit**

##### **4.03.1**

Contractor's records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets, correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other supporting evidence deemed necessary by the University to substantiate changes related to the Agreement (collectively referred to as "Records") shall be maintained in accordance with Generally Accepted Accounting Principles and open to inspection and subject to audit and/or reproduction by University's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of Cost of the Work, and any invoices, change order, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract.

##### **4.03.2**

Such audits may require inspection and copying from time to time and at reasonable times and places of any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase order, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in University's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Documents. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement.

##### **4.03.3**

The University or its designee shall be afforded access to all of the Contractor's Records, and shall be allowed to interview any of the Contractor's employees, pursuant to the provisions of this article throughout the term of this contract and for a period of six (6) years after Final Payment or longer if required by law. To the extent University deems is allowed by law, the Contractor's records shall remain confidential. Contractor recognizes and agrees that University will disclose documents it deems is required or appropriate pursuant to law, defense against lawsuits or other claims, or other reason deemed necessary by University.

##### **4.03.4**

Contractor shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Such requirements will also apply to Subcontractors and all lower tier Subcontractors. Contractor will cooperate fully and will cause all of Contractor's Subcontractors (including those entering into lump sum contracts, payees or lower tier Subcontractors) to cooperate fully by furnishing or making available to University from time to time whenever requested in an expeditious manner any and all such information, materials and data.

**4.03.5**

University's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all records deemed necessary by University; and shall be provided adequate and appropriate work space, in order to conduct review or audits in compliance with this article.

**4.03.6**

Contractor agrees that University's designee shall have the right to examine the Contractor's records (during the contract period and up to six(6) years after Final Payment is made on the contract) to verify the accuracy and appropriateness of the pricing data used to price change proposals or claims. Contractor agrees that if the University determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current or not in compliance with the terms of the contract regarding pricing of change orders, an appropriate contract price reduction shall be made. Such post-approval contract price adjustments will apply to all levels of Contractors and/or Subcontractors and to all types of change order proposals specifically including lump sum change orders, unit price change orders and cost-plus change orders.

**4.03.7**

If an audit, inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the University in excess of one percent (1%) of the total contract billings, the actual cost of the University's audit shall be reimbursed to the University by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of University's findings to Contractor.

**4.03.8**

If this Agreement is determined to be subject to Section 1861(v)(1)(I) of the Social Security Act, as amended from time to time, the Contractor agrees that for a period of four (4) years following the expiration or earlier termination of this Agreement, the Contractor shall retain and make available to the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and any books, documents, and records of the Contractor which are necessary to certify the nature and extent of amounts paid by the University pursuant to this Agreement. In the event access to books, documents, and records is requested by the Secretary, the Comptroller General, or any of their duly authorized representatives, the Contractor shall immediately notify the University and make such books, documents and records available to the University unless prohibited by law.

**4.04 Applications for Payment**

The Contractor shall prepare and deliver to the University monthly an itemized Application for Payment. The University shall pay the Contractor within thirty (30) days of receipt of a properly submitted, complete and correct Application for Payment. The Applications for Payment shall include a Schedule of Values describing the services included and Work completed in the Application for Payment. No interest shall accrue on any unpaid portion of the Applications for Payment or any other sums that the Contractor or any Subcontractor or supplier claim are or may be due under this Agreement.

The Application for Payment shall constitute a representation by the Contractor to the University that the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment. No progress payment, partial use or entire use of the Project by the University shall constitute acceptance of work not in strict conformity with the Contract Documents.



The Contractor shall keep records of cost and expense to support the Contractor's Applications for Payment, including without limitation records of staff time, material costs, and reimbursable expense items in connection with the Work. Financial records shall be kept on a generally recognized accounting basis, as approved by the University. Contractor shall make them readily available to the University or its representatives for inspection and audit for a period of six (6) years after the Project Close-out and Final Payment to the Contractor.

**The Application for Payment shall be accompanied by a Sworn Statement completed by the Contractor, together with Certified Payrolls prepared in accordance with Section 5.02, as well as other documentation that may be required by the University, stating that all Subcontractors and suppliers have been paid in full for Work performed through the last or most recent progress payment.**

#### **4.05 Retainage**

Payments to the Contractor shall be subject to retainage of ten percent (10%) of the Cost of Work for each Application for Payment until the Work is fifty percent (50%) complete; at that time, no further retainage will be deducted from the Applications for Payment. Draws on retainage may only be submitted after Substantial Completion and in the following quantities: (1) at the completion of all Punchlist items, the retainage may be reduced to two percent (2%); and (2) at delivery of all Closeout Documents and warranties, the remainder of the retainage may be paid to the Contractor. Any release of retainage shall be at the sole discretion of the University.

#### **4.06 Final Payment**

Issuance of Final Payment shall be expressly conditioned on certification of Substantial Completion, certification of Punchlist completion and written acceptance of closeout documents by the Design Professional and University.

### **5.00 PREVAILING WAGES**

#### **5.01 Applicable Wage Rates**

The Contractor acknowledges and shall abide by the University's prohibition on use of 1099 independent contractors and owner / operator business entities wherein such individuals or entities are not able to secure and maintain workers compensation insurance. The Contractor shall ensure that all classifications of laborers and construction mechanics performing Work on the Project job site are employees of the Contractor or any subcontractor for any tier thereof, and that each worker is covered by workers compensation insurance.

For this project, it is a University requirement that the Contractor and all Subcontractors and sub-subcontractors who provide labor on this project shall compensate each worker, regardless of their employment status, not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed. At the time of advertising for bids on the project, the University shall provide the prevailing rates of wages and fringe benefits for all classes of construction mechanics called for in the Contract. A schedule of these rates shall be made a part of the specifications for the work to be performed and shall be printed on the bidding forms where the work is to be done by contract. Contractor shall also 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 posted.

#### **5.02 Certified Payroll Records and Supporting Documents**





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 working in connection with this contract and shall be submitted with each pay application in accordance with Section 4.04. Contractor shall be required to 1) collect all certified payroll records from Contractor and Subcontractors and sub-subcontractors; 2) provide and require Subcontractors and sub-subcontractors to provide the University access to supporting documentation, and 3) shall provide this information, records, and/or access to documentation to the University or its agent(s) or auditors for review or audit promptly on request. Contractor shall, and shall also require all subcontractors and sub-subcontractors to, promptly provide information relating to payroll and job classification and work duties to University upon request. The University reserves the right to audit Contractor, Subcontractors, and sub-subcontractors for compliance with wage and hour requirements, prevailing wage, employee classifications and other applicable requirements.

#### **5.02.1 Audit**

In connection with the prevailing wage rate audit conducted by the University, the Contractor is required to maintain and/or promptly obtain the following information, records and documentation from Contractor, all Subcontractors, and all sub-subcontractors and to promptly provide them to the University upon request:

1. Canceled payroll checks
2. Pay stubs
3. Weekly time cards on time sheets
4. Payroll registers
5. Employee handbook
6. Fringe benefit plan documents
7. Minutes of Board of Directors meetings
8. Worksheets for calculation of non-cash fringe benefit amounts included in compensation
9. Apprentice certificates and other documents to verify registration of all apprentices in recognized apprentice program certified by the Bureau of Apprenticeship and Training (B.A.T.) of the U.S. Dept. of Labor or an acceptable equivalent
10. Other related documents as requested by the University.

#### **5.02.2 Failure to Comply with Audit**

If the requested information and/or records are not promptly provided pursuant to University's request, in addition to all other rights and remedies it has pursuant to law, equity and contract, the University, by written notice to Contractor and the sureties of the contractor known to the University may, but has no obligation or duty to, 1) terminate the contract with Contractor and University owe Contractor and be liable only for that prorated portion of satisfactorily completed work up to the date of termination; 2) withhold further payments owed until Contractor supplies the requested information and records and/or otherwise complies with the request for records and/or access to documentation; and 3) inform the Vice-President for Finance and Business Operations of what has been requested and what has not been provided by Contractor and/or subcontractor or sub-subcontractor. Contractor is hereby given express notice that failure to comply with University's requests for information and records may disqualify Contractor and/or non-complying Subcontractors/sub-subcontractors from bidding and/or receiving work on future University projects. The University may proceed to complete this contract by separate agreement with another contractor or otherwise and the original Contractor and its sureties shall be liable to the University for any excess cost occasioned thereby.

#### **5.03 Classification of Workers**



All apprentices utilized on this University project must be registered in a recognized apprentice program, i.e., one that is certified by the Bureau of Apprenticeship (B.A.T.), U.S. Department of Labor. The workers used on a University project by either Contractor or a Subcontractor must be employees of the Contractor or Subcontractor and not individuals claimed as subcontractors or independent contractors, such as individuals whose compensation is reflected on IRS form 1099. The use of individuals as independent contractors is prohibited without express written permission of the University.

#### **5.04 Failure to Pay**

If a Contractor or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within fourteen (14) 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:

##### **5.04.1**

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.

##### **5.04.2**

Terminate part or all of this Agreement or any subcontract and proceed to complete the Agreement or subcontract 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.

#### **5.04.3 University's Rights Cumulative**

It is expressly understood by both parties that the above are in addition to University's other rights and remedies, and University retains all other rights and remedies it has pursuant to this Agreement, or otherwise, to enforce its rights to require that prevailing wages and fringe benefits be paid for the construction work on this Project, but the University shall have no duty or contractual obligation to enforce these provisions. Contractor agrees that it shall be solely responsible for ensuring that these requirements are met and shall handle and defend all complaints or claims regarding wage payments to construction mechanics without assistance or involvement of the University. Contractor shall permit its employees and workers, and its Subcontractors and sub-subcontractors and their employees and workers, to discuss payment and work duty information with University staff, but otherwise Contractor shall continually prohibit its employees and workers, and all subcontractors and sub-subcontractors and their employees and workers, from directing or making any claims or complaints regarding the payment of wages to any employee or official of the University, and shall indemnify and reimburse University for all expenses and fees, including attorney fees, which it incurs for defending or representing itself against such claims or complaints. The University shall not be asked to nor be responsible to address or resolve any disputes with or between Subcontractors on the Project.

#### **5.05 Application to Subcontractors**

The Contractor shall include terms identical or substantially similar to this section in all Subcontracts, Purchase Orders and other agreements pertaining to the Project.

#### **6.00 OWNERSHIP OF ELECTRONIC OR HARD-COPY DOCUMENTS**

All drawings and specifications and other data and materials prepared and furnished whether in electronic or hard-copy format by the University, the Design Professional and/or the Contractor shall become the property of the University. The Contractor shall have no claim for further employment or additional compensation as a



result of exercise by the University of its full rights to ownership of such documents, information, data and materials. The Contractor shall not use or copy such documents, information, data or materials in any format for any purpose other than for the Project.

## **7.00 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns; provided, however, that none of the parties hereto shall assign this Agreement without the prior written consent of the other.

## **8.00 CLAIMS, DISPUTES AND GOVERNING LAW**

### **8.00 CLAIMS AND DISPUTES**

#### **8.01 Claims Definition**

A Claim is a demand or assertion by one of the parties seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the parties arising out of or relating to the Contract. Claims must be made by written notice within a specified time period. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### **8.01.1 Policy of Cooperation**

The parties shall endeavor to resolve all of their claims and disputes amicably and informally through open communication and discussion of all issues relating to the Project. To the greatest extent possible, the parties shall avoid invoking the formal dispute resolution procedures contained in the Contract Documents.

#### **8.02 Recommendation of Design Professional**

Claims must be referred initially to the Design Professional for action as provided in paragraph 8.10 as an express condition precedent to proceeding further in resolving any claim.

#### **8.03 Time Limits on Claims**

Claims must be made within 5 business days after occurrence of the event giving rise to such Claim or within 5 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been resolved by Change Order will not be valid.

#### **8.04 Continuing Contact Performance**

Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the University shall continue to make payments in accordance with the Contract Documents subject to the University's rights relative to payments, withholding of payments, termination, or all other rights afforded it in the Contract Documents.

#### **8.05 Claims for Concealed or Unknown Conditions**

If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice



by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 24 hours after first observance of the conditions. The Design Professional will promptly investigate such conditions and, if the conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Design Professional will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Design Professional determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Design Professional shall so notify the University and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 5 days after the Design Professional has issued such determination. If the University and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Design Professional for initial determination, subject to further proceedings pursuant to Paragraph 8.09.

#### **8.06 Claims for Additional Cost**

Any Claim by the Contractor for an increase in the Contract Sum shall be submitted in writing as required by the Contract Documents before proceeding to execute the Work. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Design Professional, (2) an order by the University to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Design Professional, (4) failure of payment by the University, (5) termination of the Contract by the University, (6) University's suspension or (7) changes in the scope of Work, the Contractor's claim shall be filed in strict accordance with the procedure established herein.

#### **8.07 Claims for Additional Time**

Any Claim by Contractor for an increase in the Contract Time shall be submitted in writing as required by this provision and the Contract Documents. The Contractor's Claim shall include an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

As a precondition for the Claim to be considered by the University, Contractor must identify the precise activities affected as located on the approved network Project Schedule. Contractor must also describe the efforts that it has made to mitigate the effects of any negative schedule impact.

If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and location and could not have been reasonably anticipated, and that the abnormal weather conditions had an adverse effect on the scheduled construction.

#### **8.08 Injury or Damage to Person or Property**

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 5 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in the Contract Documents.

#### **8.09 Verification of Claims Submitted**

With respect to any Claim asserted by Contractor for itself or on behalf of a Subcontractor for additional time or cost, the Contractor shall evaluate the claim and verify that any amounts claimed are valid, compiled in accordance with generally accepted accounting principles and are consistent with the terms of the existing contractual agreements regarding entitlement before presentation of the Claim to the Owner. Any Claim not



verified in accordance with this requirement shall be denied without further recourse by the Contractor or Subcontractor.

## **8.10 Resolution of Claims and Disputes**

### **8.10.1 Review by Design Professional**

Design Professional will review all Claims and take one or more of the following preliminary actions within 10 days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Design Professional expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Design Professional may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

If a Claim has been resolved, the Design Professional will prepare or obtain appropriate documentation. If a Claim has not been resolved, the party making the Claim shall, within 10 days after the Design Professional's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Design Professional, (2) modify the initial Claim or (3) notify the Design Professional that the initial Claim stands.

If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Design Professional, the Design Professional will notify the parties in writing that the Design Professional's opinion will be rendered within 5 days. Upon expiration of such time period, the Design Professional will render to the parties the Design Professional's written opinion relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Design Professional may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. The opinion of the Design Professional shall be subject to the review of the Vice-President for Finance and Business Operations Wayne State University (VPFBO).

### **8.10.2 Review by Vice-President for Finance and Business Operations**

The Vice-President for Finance and Business Operations (VPFBO) shall review the Design Professional's opinion and the supporting information submitted by the parties for the purpose of upholding the Design Professional's opinion, modifying the Design Professional's opinion, or rejecting the Design Professional's opinion. The VPFBO shall render a decision within forty-five days of the completion of any submissions by the parties. The decision of the VPFBO is final unless it is challenged by either party by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision.

### **8.10.3 Jurisdiction**

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 the 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.

### **8.10.4 Condition Precedent**

The process and procedures described in Section 8.10 are an express condition precedent to filing or pursuing any legal remedy including litigation. Pursuing litigation prior to exhaustion of the Dispute Resolution process set forth herein shall be premature and a material breach of this Agreement.

**8.10.5 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

**9.00 NON-DISCRIMINATION****9.01 General**

The Contractor shall not discriminate against any job applicant, contractor, or employee because of race, color, religion, national origin, age, sex (including gender identity) height, weight, or familial, disability, or veteran status, and shall include terms identical or substantially similar to this section in all Subcontracts, Purchase Orders and other agreements pertaining to the Project.

**9.02 Solicitation/Advertisements**

The Contractor shall in all solicitation 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 race, color, religion, national origin, age, sex (including gender identity), height, weight, or familial, disability or veteran status.

**9.03 Rules/Laws**

The Contractor shall comply with all applicable federal and state laws, and current published rules, regulations, directives, and orders of the Michigan Civil Rights Commission and other governmental agencies/departments.

**9.04 Reports**

The Contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; these forms may also elicit information as to the practices, policies, program, and employment statistics of the Contractor and of each Subcontractor. The Contractor shall permit access to all books, records, and accounts by the Michigan Civil Rights Commission and/or its agents, for purposes of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Michigan Civil Rights commission.

**9.05 Persons with Disabilities**

The Contractor shall comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act (M.C.L. 37.1101, et seq.).

**9.06 Contract Provisions**

The Contractor shall include, or incorporate by reference, the provisions of this Article in every Subcontract, Subcontract and purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and shall provide in every Subcontract, subcontract or purchase order that said provisions shall be binding upon each Subcontractor, subcontractor or seller.

**10.00 ADDITIONAL PROVISIONS****10.01 Prohibited Contracts or Subcontracts due to Unfair Labor Practices**





Public Act No. 278 of 1980 prohibits State of Michigan from awarding Contract or Subcontract to employer who has been found in contempt of court by a Federal court of appeals, on not less than three (3) occasions involving different violations during preceding seven (7) years, for failure to correct unfair labor practice as prohibited by Section 8 of Chapter 372 of National Labor Relations Act, 29 U.S.C. 158. Contractor may not in relation to that Contract subcontract with such employer. The University may rescind, or require Contractor to rescind a contract if the employer or Subcontractor, manufacturer, or supplier of employer subsequently appears in register of such employers which will be compiled by Michigan's Department of Licensing and Regulatory Affairs, pursuant to Section 2 of Public Act No. 278 of 1980.

## **10.02 Buy-American**

University endeavors to buy products made in the United States of America whenever an American-made product is available that meets or exceeds the specifications requested and the price is equal to or lower than foreign-made product. Vendors and Contractors are instructed to bid American-made products and/or services whenever available. Vendors and Contractors may bid foreign-made products or services when:

1. those products or services are specified, or
2. as an alternate as long as the products or services are technically acceptable to the University and American-made goods or services that are competitively price and of comparable quality are not available.

A product or service shall be considered "American-made" if more than 50% of the product is manufactured or assembled in the United States or more than 50% of the services are performed in the United States.

## **10.03 Michigan Products**

Contractor and its Subcontractors and suppliers shall utilize Michigan-made products whenever possible where price, quality and performance are equal to or better than non-Michigan products.

## **10.04 Drug and Alcohol Testing**

The University is a "DRUG FREE WORKPLACE", and the University requires Contractors, Subcontractors and sub-subcontractors with access to the work site to abide by the University's policies on drugs, alcohol and tobacco, which can be found at [http://bog.wayne.edu/code/2\\_20\\_04.php](http://bog.wayne.edu/code/2_20_04.php) and <http://policies.wayne.edu/administrative/00-03-smoke-free-campus.php>. All costs for initial and periodic testing shall be borne by the Contractor.

1. The Contractor and University shall reserve the right to administer drug and alcohol tests to any and/or all site personnel at random periods and without notice.

- a. The Contractor shall be responsible for all costs including wages for those individuals testing drug or alcohol-free at the Contractor's direction.

- b. Subcontractors shall be responsible for all costs including wages for those individuals not testing drug or alcohol-free at the direction of the Contractor, and the Subcontractor shall immediately remove those individuals from the site.

4. Any individual not testing drug or alcohol-free shall not be allowed to return to the site under any circumstances.

## **10.05 Other University Policies**

The University's policies related to Duty to Report Criminal Acts and Weapons on Campus shall apply to this Project and Contractor shall include this requirement in all Subcontracts, purchase orders and supply agreements.

#### **10.06 University Representative**

The University's Representative shall be the Associate Vice President of Facilities Planning and Management, the Senior Director of Design and Construction Services, the Director of Design and Construction Services and the Project Manager . Any project decision on behalf of the University may only be in accordance with the Authorization Matrix that is attached as Exhibit C and incorporated by reference.

#### **11.00 INCLUSION BY REFERENCE**

This Contract and Contract Documents hereby include and incorporate by reference the General Conditions of Construction and Supplementary General Conditions, the Request for Proposal by University, the approved plans and specifications, Contractor's Bid or Proposal insofar as it is not inconsistent with the other Contract Documents and other Project documents attached as Exhibits.

Exhibit A – Contractor's Bid or Proposal

Exhibit B – Basis of Compensation

Exhibit C - Authorization Matrix

Exhibit D – Staffing Plan

#### **12.00 TERMINATION**

##### **12.01 Termination by the University for Cause**

###### **12.01.1**

The University may terminate the Contract if the Contractor: (a) becomes insolvent; (b) files or has filed against it any Petition in Bankruptcy or makes a general assignment for the benefit of its creditors; (c) fails to pay, when due, for materials, supplies, labor, or other items purchased or used in connection with the Work; (d) refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion of the Work in accordance with the Master Project Schedule; (e) in the University's opinion, persistently fails, refuses or neglects to supply sufficient labor, material or supervision in the prosecution of the Work; (f) interferes with or disrupts, or threatens to interfere with or disrupt the operations of the University, or any other Contractor, supplier, subcontractor, or other person working on the Project, whether by reason of any labor dispute, picketing, boycotting or by any other reason; or (g) commits any other breach of this Contract.

When any of the above reasons exist, the University may, without prejudice to any other rights or remedies of the University and after giving the Contractor and the Contractor's surety, if any, three days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety: (1) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; (2) accept assignment of subcontracts; and (3) finish the Work by whatever reasonable method the University may deem expedient.

When the University terminates the Contract for one of the stated reasons, the Contractor shall not be entitled to receive further payment until the Work is finished.





### **12.01.2**

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, the remaining balance shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the University. The amount to be paid to the Contractor or University, as the case may be, shall be certified by the Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.

## **12.02 Suspension by the University for Convenience**

### **12.02.1**

The University may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the University may determine.

### **12.02.2**

An adjustment shall be made for increases in the cost and/or time of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent: (1) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or (2) that an equitable adjustment is made or denied under another provision of this Contract.

Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

## **12.03 Termination By The University For Convenience**

### **12.03.1**

The University, with or without cause, may terminate all or any portion of the services by the Contractor under this Agreement, upon giving the Contractor 30 days written notice of such termination. In the event of termination, the Contractor shall deliver to the University all reports, estimates, schedules, subcontracts, Contract assignments, purchase order assignments, and other documents and data prepared by it, or for it, pursuant to this Agreement.

### **12.03.2**

Unless the termination is for cause, the Contractor shall be entitled to receive only the payments provided for in Article 4, pro-rated to the date of termination (including payment for the period of the 30-day notice) plus reimbursement for approved and actual costs and expenses incurred by the Contractor to the date of termination. Prior to payment, the Contractor shall furnish the University with a release of all claims against the University.

## **12.04 Termination By The Contractor**

### **12.04.1**

The Contractor may terminate the Contract if the Work is stopped for a period of 60 days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor, for any of the following reasons:



(1) issuance of an order of a court or other public authority having jurisdiction; (2) an act of government, such as a declaration of national emergency, making material unavailable; (3) because the Design Professional has not approved a Certificate for Payment and has not notified the Contractor of the reason for withholding approval, or because the University has not made payment of undisputed amounts on an approved Certificate for Payment within the time stated in the Contract Documents; (4) if repeated suspensions, delays or interruptions by the University constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

If one of the above reasons exists, the Contractor may, upon seven additional days' written notice to the University and Design Professional, terminate the Contract and recover from the University payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit.

#### **12.04.2**

If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor because the University has persistently failed to fulfill the University's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the University and the Design Professional, terminate the Contract and recover from the University as provided in Subparagraph 12.03.2

#### **13.00 COMPLETE AGREEMENT**

The Contract Documents constitute the entire agreement between the parties and supersede any prior discussions or negotiations. Any modification of these Contract Documents must be in writing and signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative on the dates shown beside their respective signatures, with the contract to be effective upon the date set forth above.

CONTRACTOR

Wayne State University

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: William R. Decatur

Title: \_\_\_\_\_

Title: VP Finance & Business Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Exhibit A – Contractor's Bid or Proposal**

[GENERAL CONTRACTOR'S NAME] bid/proposal dated \_\_\_\_\_.

#### **Exhibit B – Basis of Compensation**

- a. The University shall pay the Contractor a not to exceed amount of \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) based on unit pricing in the proposal which will be adjusted to reflect actual units used for the performance of all work associated with the Contractor's Base Bid "and Alternates (List)".



- b. List of Alternates. The University may, at its sole discretion, during the life of the contract, award the following alternates at the amounts indicated: (If this section is not used, delete all text and enter\_ Deleted)

	<u>Description</u>	<u>Amount</u>
Alternate 1		
Alternate 2		
Alternate 3		

- c. List of unit prices. In the event additional work becomes necessary, the following unit prices will apply:  
"(If section 3.3 is not used, delete all text and enter\_Deleted"

<u>Work Item</u>	<u>Unit Price</u>
------------------	-------------------

- 1.
- 2.

- d. Liquidated Damages. It is understood and agreed that, if the project is not completed within the time specified in the Agreement plus any extension of time allowed pursuant thereto, the actual damages sustained by the University because of any such delay will be uncertain and difficult to to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by the University would be the sum of \$\_\_\_\_\_ (\_\_\_\_\_ Hundred 00/100 dollars) per day. Therefore, the Contractor shall pay as liquidated damages to the University the sum of \$\_\_\_\_\_ (\_\_\_\_\_ Hundred 00/100 dollars) per day for each day's delay in substantially completing said project beyond the time specified in this Agreement and any extensions of time allowed thereunder.

**WAYNE STATE UNIVERSITY  
GENERAL CONDITIONS OF CONSTRUCTION**

**GENERAL CONDITIONS (Revised 7-2018)**

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## **GENERAL CONDITIONS OF CONSTRUCTION**

### **1.00 DEFINITIONS**

**Bulletin** - A bulletin is defined as a compilation of changes to the scope of the work issued by the Design Professional or University which requests the Contractor to submit a quote for the changes.

**Change Order** - A written agreement entered into after the award of the Contract which alters or amends the executed Contract.

**Claim** - A Claim is a demand or assertion by one of the parties seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the parties arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

**Close-out Documents** - Close-out Documents shall include as-built record drawings and specifications, Operations and Maintenance Manuals, Requests for Information (RFIs), submittals, shop drawings, coordination drawings, warranties, unconditional lien waivers and governing approvals.

**Cost of Work** - The term Cost of Work, as used herein, is that portion of the Project Cost, that is the estimated or actual labor and material costs of that Work performed (or to be performed) on the Project by the Contractor and all subcontractors, and is inclusive of the cost of construction as described by divisions of the Construction Specifications Institute or other standard format, which constitutes the Direct Cost of Work. However, Cost of Work shall not include the Indirect Cost of Work as herein defined.

**Contract** - The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a duly executed written Change Order.

**Contract Documents** - The Contract Documents consist of the bonds, insurance certificates, plans, specifications, drawings, bulletins, addenda, Agreement, General Conditions of Construction, Supplementary General Conditions, Change Orders, Contractor's Bid, and to the extent not otherwise inconsistent with any other Contract Document.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project. Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to be consistent with the Contract Documents and the highest standard of care. In the case of an inconsistency between, or perceived omission or error in the Drawings, Specifications, or other Contract Documents which is not clarified by addendum or Requests for Information (RFI), or should the Contractor be in doubt as to their exact meaning, the Contractor shall notify the Design Professional and the University at once. The University shall not be responsible for the Contractor's misinterpretations of Drawings and Specifications and/or other Contract Documents.

Nothing contained in the Contract Documents shall create a contractual relationship between University and any third party; however, the University is an intended third-party beneficiary of all contracts for design and engineering services, all subcontracts, purchase orders and other agreements between Contractor or Design



Professional and third parties. The Contractor and Design Professional shall incorporate the obligations of the Contract Documents into its respective subcontracts, agreements and purchase orders.

**Contractor:** The term "Contractor" as used in the General Conditions shall include the term "Construction Manager" as used in the Contract for Construction Management Services.

**Contractor's Construction Schedule-** The construction schedules required by the Contract Documents shall be a logic network prepared in the critical path method or other sequential network in use within the construction industry and shall depict: (1) a sequence of operations mutually agreeable to the University, Design Professional and Contractor; (2) the dates of commencement and completion of each task of the Work (including lead time activities, drawing and sample submissions, bidding, awarding Trade Contracts, manufacturing and shipping); (3) delivery dates for materials and equipment; and (4) at the University's request shall include all Finish Work to be performed by separate Contractors. The construction schedule includes a complete itemized breakdown of the Work.

**Contract Sum-** The Contract Sum shall be the total dollar value of the Agreement between the University and Contractor.

**Delay –** A delay shall be recognized as a time of completion impact on the performance of the Work by the Contractor that extends the overall duration of the Project beyond the substantial completion and final completion dates specified in the Agreement. A delay shall not be recognized if the time of completion impact on the performance of the Work occurs on a non-critical path activity, and does not extend the overall duration of the Project.

**Day** - "Days" means calendar days unless specifically provided to the contrary herein or in the Construction Agreement; provided, however, if any day falls on a weekend or a holiday, same shall refer to the next business day thereafter.

**Design Professional** - The Design Professional is the person lawfully licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Design Professional" means the Design Professional or the Design Professional's authorized representative.

**Final Completion** - "Final Completion" means the completion of all the Work in accordance with the Contract Documents and the acceptance thereof by the University. Completion of the Work includes (1) full performance of all Contract terms; (2) acceptance of the Work by University; (3) resolution of all outstanding Changes of Contract; (4) completion of all "punch-list" items; and (5) delivery of all Close-out Documents.

**Incomplete Construction List –** The Incomplete Construction List is prepared by the Contractor for review by Design Professional and University identifying Work remaining to be completed at the time of Substantial Completion and the date by which Contractor shall complete the Work on the Incomplete Construction List.

**Knowledge** - The terms "knowledge," "recognize" or "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows or should know, recognizes or should reasonably recognize and discovers or should reasonably discover in exercising the care, skill and diligence required by the Contract Documents.

**Master Project Schedule** - The Master Project Schedule shall show the sequence, duration in calendar days, interdependence for the complete performance of all Work. The Master Project Schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of final completion.

**Notice to Proceed** - A "Notice to Proceed" means written notice given by the University to the Contractor fixing the date on which the Contract Time will commence to run and/or on which Contractor shall start to

perform Contractor's obligations under the Contract Documents. A Notice to Proceed by the University shall authorize all or a portion of the Work for the Costs so defined.

**Persistently fails** - The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which cause the University to reasonably conclude that the Contractor will not complete the Work within the Contract Time, or for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

**Plans** - The drawings prepared by the Design Professional and accepted by the University which include elevations, sections, details, schedules, diagrams, information, notes, or reproductions or any of these, and which show the location, character, dimension, or details of the Work. These include the graphic and pictorial portions of the Contract Documents as listed in the Agreement.

**Preliminary Project Cost and Schedule Impact Report** – The direction from the University to perform changed Work in the absence of agreement between the University and Contractor, which may result in a Change Order upon agreement of the cost or schedule impact.

**Project** - The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the University or by separate Contractors.

**Punchlist** - Punchlist items shall include all Work remaining on the Contractor's Incomplete Construction List and additional items documented by the Design Professional, Contractor and University and issued to the Contractor and may be issued with a Certificate of Substantial Completion. It is understood and accepted that the Punchlist included with the Certificate of Substantial Completion may not represent all remaining Work for which the Contractor is obligated and that Punchlist may be expanded prior to Final Completion.

**Reasonably inferable** - The phrase "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor familiar with the Project and exercising the care, skill and diligence required by Contract Documents.

**Site** - The area specified in the Contract Documents and the area made available for the Contractor's operation.

**Soft Costs** - "Soft Costs" are those costs derived by the University and shall include, but not be limited to, items such as Environmental services, State administration fees, Design Professional fees, moving furniture, fixtures and equipment, and telecommunications, unless otherwise agreed to by the Parties.

**Specifications** - The term Specifications shall mean the written instructions and requirements prepared by the Design Professional which complement the plans and which describe the manner of executing the Work or the qualities and types of materials to be furnished.

**Statement of Probable Cost** - The Statement of Probable Cost, as developed by the Contractor, is essential to the budgetary and management processes of the University. The Statement of Probable Cost, once established and accepted by the University, is relied upon by the University for its subsequent budgetary planning and financial needs for the Project.

The Statement of Probable Cost, applicable to either an estimated or actual cost, is the sum of all costs for a completely constructed, functionally ready-for-use project, in accordance with the scope, scheme, concept, and statement, as developed, documented and accepted by the University, and as constructed by the accepted contracting method or methods. The Contractor shall provide Statements of Probable Cost as needed during the Project to aid the University and Design Professional in making scope of work selection decisions, especially during design phase and minimally at the end of each design phase of the Project and shall include all costs included in the Contract Sum. The University shall be responsible for the derivation and provision of all Soft Costs that comprise the Project scope and budget.

**Subcontractor** - The term "subcontractor" shall mean any business entity under contract to the Contractor for services on or regarding the Project. The term "Subcontractor" as used in the General Conditions shall be synonymous with the term "Trade Contractor" as used in the Contract for Construction Management Services. Nothing contained in this contract shall create any contractual relationship between the University and any subcontractor. However, the University is the intended third-party beneficiary of all contracts for design, engineering or consulting services, all Trade Contracts, subcontracts, purchase orders and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Agreement into its respective Trade Contracts, subcontracts, supply agreements and purchase orders.

**Substantial Completion** - "Substantial Completion" shall mean the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the University can occupy or utilize the Work for its intended use. Substantial Completion shall only be determined as described in the Contract Documents.

**Unsafe Persons** – Unsafe persons shall be those individuals that present a safety hazard to themselves or others.

**University** - The University is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "University" means the University or the University's authorized representative. Any reference to "Board of Governors" shall be considered to mean "University."

**University's Representative** - The University's Representative shall include the Associate Vice President for Facilities Planning and Management, the Senior Director of Design and Construction Services, the Director of Design and Construction Services and the Project Manager. Any project decision on behalf of the University may only be in accordance with the Authorization Matrix.

**Vice President of Finance and Business Operations** - The Vice President of Finance and Business Operations shall be the level of review over the Associate Vice President of Facilities Planning & Management.

**Work** - The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, licenses, permits, insurance and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

## **2.00 BIDDING**

### **2.01 Duty to Carefully Examine These Instructions**

Prospective bidders for this project shall carefully examine the instructions contained herein and be cognizant of and satisfied with the conditions which must be satisfied prior to submitting a proposal and to the conditions which affect the award of the Contract.

### **2.02 Disclosure of Bidders**

The Contractor shall only accept proposals from Subcontractors who are acceptable to the University.

### **2.03 Clarification During Bidding**

The Contractor shall examine the plans and specifications in preparing the bid and shall immediately report to the Design Professional any omissions, discrepancies, or apparent errors found in the plans and specifications. Prior to the date of bid opening, bidders shall submit a written request for clarification in accordance with the instruction contained in the request for bids. If time permits, such clarification shall be issued in the form of addenda to all bidders.

### **2.04 Bidding Documents**

#### **2.04.1 Bid Proposal Package**

Each bidder will receive a bid proposal package containing a standard proposal form which shall be used for bidder's proposal. Each proposal shall give the prices proposed in the manner required by the proposal and shall be signed by the bidder or the bidder's duly authorized representative, with its address and telephone number. If the proposal is made by an individual, the individual's name, postal address, and telephone number must be shown. If made by a partnership, the proposal shall have the signature of all partners or an affidavit signed by all partners empowering one partner as an agent to act in their behalf and the address and telephone number of the partnership. A proposal submitted by a corporation shall show the name of the state in which the corporation is chartered, the name of the corporation, its address and telephone number, and the title of the person who signs on behalf of the corporation.

#### **2.04.2 Listing of Proposed Subcontractors Acceptable to the University**

The Contractor will require every subcontractor to provide the name and location of the place of business of each Subcontractor and subordinate Subcontractor which will perform work or labor or render services for the Project.

#### **2.04.3 Bidder's Security**

All bids shall be presented under sealed cover and have enclosed an amount as directed in the instructions to bidders as bid security. The bid security may be a cashier's check made payable to Wayne State University or as otherwise directed in the instructions to bidders.

### **2.05 Bid Proposals**

#### **2.05.1 Submission of Proposals**

Proposals shall be submitted to the office indicated on the bid proposal. It is the responsibility of the bidder to see that its bid is received in the proper time. Delays in timely receipt of the bid caused by the United States or the University mail system, independent carriers, acts of God, or any other cause shall not excuse late

receipt of a bid. Any bid received after the scheduled closing time for receipt of bids shall not be considered and will be rejected by the University, opened, retained by the University or returned to the bidder unopened.

#### **2.05.2 Withdrawal of Proposals**

Any bid may be withdrawn at any time prior to the time fixed for receiving bids but only by a written request from the bidder or its authorized representative filed with the University. An oral, faxed, or telephonic request to withdraw a bid proposal is not acceptable. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid. This paragraph does not authorize the withdrawal of any bid after the time fixed for receiving bids.

#### **2.05.3 Public Opening of Proposals – SECTION DELETED**

#### **2.05.4 Rejection of Irregular Proposals**

Proposals may be rejected if they show any alterations of forms, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. If the bid amount is changed after the amount has been once inserted, the change shall be initialed.

#### **2.05.5 Power of Attorney or Agent**

When proposals are signed by an agent, a power of attorney shall either be on file with the University prior to the opening of bids or be submitted with the proposal. Failure to submit a power of attorney may result in the rejection of the proposal as irregular and unauthorized. A power of attorney is not necessary in the case of a general partner of a partnership.

#### **2.05.6 Waiver of Irregularities/University's Right to Reject Bids**

The University reserves the right to waive any or all irregularities in proposals submitted. The University reserves the right to reject any or all of the bids submitted.

#### **2.05.7 Exclusion from Contract Documents**

Nothing in any of the bidding documents, including but not limited to Request for Proposal form, Notice to Contractors, Proposal by Contractor and Design Professional and bids including any attachments or exhibits by Contractor, shall be considered part of the Contract Documents unless specifically incorporated.

#### **2.06 Mistake in Bid**

A bidder shall not be relieved of a bid nor shall any change be made in a bid because of mistakes without consent of the University. Failure by the Contractor to honor its proposal following the opening of bids for any reason shall result in the forfeiture of the Bid Security and possible suspension from future work consideration by and with the University.

#### **2.07 Non-Discrimination**

Wayne State University is an affirmative action/equal opportunity employer. The University has a strong commitment to the principle of diversity in all areas.

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex (including gender identity), height, weight or familial, disability or veteran status. The Contractor will ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex (including gender identity), height, weight or familial, disability, or veteran status. Such action shall

include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall, in all solicitation 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 race, color, religion, national origin, age, (including gender identity), height, weight or familial, disability or veteran status.

The Contractor shall comply with all requirements of the Elliott-Larsen Civil Rights Act being 1976 PA 453, as amended.

The Contractor shall also comply with the Persons with Disabilities Civil Rights Act being 1976 PA 220, as amended.

**The Contractor shall include, or incorporate by reference, the provisions of this Article 2.07 in each and every subcontract or purchase order and shall provide in each and every subcontract or purchase order that said provisions will be binding upon each and every subcontractor and Supplier and Vendor.**

Any breach of the requirements and covenants of this Article 2.07 shall constitute a material breach of the Contract Documents.

### **3.00 AWARD AND EXECUTION OF CONTRACT**

#### **3.01 Contract Bonds and Insurance**

##### **3.01.1 Payment and Performance**

The Contractor shall forward to the University fully executed Payment & Performance Bonds in the amount of 100 percent of the Contract value on the AIA Form 312 or an equivalent form that is acceptable to the University and in compliance with MCL 129.201 et seq. within five (5) days after execution of the Agreement.

In the same five (5) day period the Contractor shall present to the University, in an acceptable form, evidence of the insurance as required by the Contract Documents. Actual Work shall not commence until the bond and insurance is received by the University. Failure to provide the bond and insurance in the time-frame allowed shall not be cause for an extension of Contract Time.

All alterations, extensions of time, extra and additional work, and other changes authorized by any part of the Contract, including determinations made under Article 7.00, Claims and Disputes, shall be made without securing the consent of the surety or sureties on the Contract bonds.

Whenever the University has cause to believe that the surety has become insufficient, the University may demand in writing that the Contractor provide such further bonds or additional surety, not exceeding that originally required, as in the University's opinion is necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made to the Contractor or any assignee of the Contractor until the further bonds or additional surety have been furnished.

Contract bonds shall remain in full force and effect during the repair and guarantee period required by the Contract Documents.

#### **3.02 Execution of Contract**

The Contract shall be signed by the Contractor in three (3) duplicate counterparts and returned to the University within five days of receipt from the University, not including Saturdays, Sundays, or legal holidays. No Contract shall be binding upon the University until it has been executed by the Contractor and a University official in accordance with the Authorization Matrix.

#### **3.03 Failure or Refusal to Execute Contract**

Failure or refusal by the Contractor to execute the Contract within the time set in Section 3.02 shall be just cause for the rescission of the award and the forfeiture of bidder's security. Failure or refusal to file acceptable bonds within the time set in Section 3.01 constitutes a failure or refusal to execute the Contract. If the Contractor fails or refuses to execute the Contract, the University may award the Contract to another contractor and the Contractor shall forfeit his Cashier's Check.

## **4.00 RESPONSIBILITIES OF THE PARTIES**

### **4.01 University**

#### **4.01.1 Information and Services Required of the University**

The University shall make available existing surveys describing physical characteristics, legal limitations and utility locations for the site of the Project. The University does not warrant or guarantee the accuracy of the information provided.

Unless otherwise agreed to, the University shall be responsible for the abatement of asbestos containing materials and/or site related environmental hazards. The University will provide documentation regarding the presence of asbestos containing materials or other possible environmental hazards to the Contractor. Second opinions on previously documented clean conditions shall be provided at the Contractor's expense. Positive results regarding environmental hazards shall become the University's obligation. If, during the execution of the Work, previously unknown environmental hazards are encountered, the University shall be allowed a reasonable amount of time to abate environmental hazards.

The University shall provide available information regarding requirements for the Project including plans and specifications for the buildings and a survey of the site where required. The Contractor shall review the plans and specifications and survey, if provided, for errors, inconsistencies, ambiguities or omissions as required by Article 4.02.2, Review of Contract Documents and Field Conditions by Contractor. In the event errors, inconsistencies, ambiguities or omissions in the plans, drawings, and specifications were not reasonably identifiable in the Contractor's review as specified in Article 4.02.2, Review of Contract Documents and Field Conditions by Contractor, and such errors, inconsistencies, ambiguities or omissions result in changes in time and cost, the University may make reasonable adjustment in the Contract Sum in accordance with Article 6.00, CHANGES IN THE WORK of the General Conditions.

Except for permits and fees, which are the responsibility of the Contractor under the Contract Documents, the University shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

Information or services under the University's control shall be furnished by the University with reasonable promptness to avoid delay in orderly progress of the Work.

All reproduction required for construction is the obligation of the Contractor.

#### **4.01.2 University's Right to Stop the Work**

If, in the University's determination, the Contractor fails to correct work which is not in accordance with the requirements of the Contract Documents as required, or persistently fails to carry out work in accordance with the Contract Documents, the University Representative, by written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the University to stop the Work shall not give rise to a duty on the part of the University to exercise this right for the benefit of the Contractor or any other person or entity.

It is understood that while the Contractor is fully responsible for the safety of the jobsite, and for the methods of its execution, if the University deems that the Contractor is failing to provide safe conditions, the University may stop or restrict the Work under such conditions. However, this right shall not create such duty on the University. Under no circumstance shall the Contractor be granted a time extension or Contract Sum increase for conditions resulting by a stop work order occurring as a consequence of the Contractor's failure to maintain safe working conditions.



#### **4.01.3 University's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the University to commence and continue correction of such default or neglect with diligence and promptness, the University may after such three (3) day period, without prejudice to other remedies the University may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Design Professional's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the University.

#### **4.01.4 University's Right to Audit**

##### **4.01.4.1**

Contractor's records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets, correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other supporting evidence deemed necessary by the University to substantiate changes related to the Agreement (collectively referred to as "Records") shall be maintained in accordance with Generally Accepted Accounting Principles and open to inspection and subject to audit and/or reproduction by University's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of Cost of the Work, and any invoices, change order, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract that are or have been charged on a basis other than a lump sum approved in writing by the University.

##### **4.01.4.2**

Such audits may require inspection and copying from time to time and at reasonable times and places of any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase order, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in University's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Documents. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement.

##### **4.01.4.3**

The University or its designee shall be afforded access to all of the Contractor's Records, and shall be allowed to interview any of the Contractor's employees, pursuant to the provisions of this article throughout the term of this contract and for a period of five (5) years after Final Payment or longer if required by law. To the extent feasible, the Construction Manager's records shall remain confidential, and the University's third party auditors will enter into a confidentiality agreement between and among the University, the third-party auditor and the Contractor prior to any audits being conducted.

##### **4.01.4.4**

Contractor shall require all Subcontractors and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written agreement between Contractor and payee so as to allow the University to verify any amounts charged to the Project by a payee on a basis other than a lump sum approved in writing by the University. Such requirements will also apply to Subcontractors and all lower tier Subcontractors. Contractor shall cooperate fully and shall cause all of Contractor's Subcontractors to cooperate fully by furnishing or making available to University from time to time whenever requested in an expeditious manner any and all such information, materials and data.

#### **4.01.4.5**

University's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records; and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

#### **4.01.4.6**

Contractor agrees that University's designee shall have the right to examine the Contractor's records (during the contract period and up to five (5) years after Final Payment is made on the contract) to verify the accuracy and appropriateness of the pricing data used to price change proposals or claims. Contractor agrees that if the University determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current or not in compliance with the terms of the contract regarding pricing of change orders, an appropriate contract price reduction will be made. Such post-approval contract price adjustments will apply to all levels of contractors and/or subcontractors and to all types of change order proposals specifically including lump sum change orders, unit price change orders and cost-plus change orders.

#### **4.01.4.7**

If an audit, inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the University in excess of five percent (5%) of the total contract billings, the actual cost of the University's audit shall be reimbursed to the University by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of University's findings to Contractor.

### **4.02 Contractor**

The Contractor recognizes the relationship of trust and confidence established between the University and the Contractor by this Contract. The Contractor shall furnish the University with its best skill and judgment and fully cooperate with the University in furthering its best interests. All the Work is to be done in the best manner by persons skilled in the type of Work to be performed.

#### **4.02.1 Contractor's Responsibility for the Work**

The Contractor shall be responsible to the University for all Work performed under this Contract. For purposes of assessing responsibility to the Contractor by the University, all persons engaged in the Work shall be considered employees of the Contractor. The Contractor shall give its personal attention to the fulfillment of the Contract and keep all phases of the Work under its control.

#### **4.02.2 Review of Contract Documents and Field Conditions by Contractor**

The Contractor shall have a continuing duty to read, carefully study and compare the Contract Documents as defined in Article 1.00, DEFINITIONS, and product data with each other and with information furnished by the University. The Contractor shall perform construction coordination and constructability review of the Contract Documents and shall at once report to the Design Professional and the University, any errors, inconsistencies, ambiguities and omissions before proceeding with the affected Work. The Contractor shall be liable to the University for damage resulting from the Contractor's failure to properly perform such reviews or failure to promptly report any errors, inconsistencies, ambiguities or omissions identified in the Contract Documents to the Design Professional and the University. If the Contractor performs any construction activity that involves such error, inconsistency, ambiguity or omission in the Contract Documents without such notice to the Design Professional and the University, the Contractor shall assume responsibility for such performance and shall bear all costs attributable for correction. If the Contractor submits authorized substitutes that cost in excess of the Contract Sum or which cause coordination conflicts, the Contractor shall bear all costs attributable to correction.

The Contractor shall perform the Work in accordance with the Contract Documents.

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Design Professional and University at once.

#### **4.02.3 Supervision and Construction Procedures**

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible to the University for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

The Contractor shall be responsible to the University for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a Contract with the Contractor.

The Contractor agrees to furnish efficient business administration, coordination, supervision and superintendence of the Work and to furnish at all times a competent and adequate administrative and supervisory staff and an adequate supply of workmen and materials to perform the Work in the best and most sound way in the most expeditious and economical manner consistent with the interests of the University. The Contractor agrees from time to time at the University's request to furnish estimates and technical advice as to construction methods and equipment to the University and Design Professional.

The Contractor agrees to cooperate with the Design Professional, University's Representative, commissioning agents, and all persons or entities retained by the University to provide consultation and advice, and to coordinate the Work with the Work of such parties so that the Project shall be completed in the most efficient and expeditious manner. In the event that Contractor's failure to efficiently sequence or coordinate the Work results in additional costs to the University, the Contractor shall promptly reimburse the University for the actual costs incurred. Contractor shall remain responsible for any delays resulting from its failure to efficiently coordinate and schedule the Work; any delays or extensions shall be addressed as provided in Sections 4.08, 4.09 and 4.10 of these General Conditions.

#### **4.02.4 Quality Control**

The Contractor shall be fully responsible for the quality of materials and workers' skill in the Project. The Contractor shall not rely upon the inspection and testing provided by the University or Design Professional other than those special inspections and tests performed at the University's direction for which there are written reports. Reports issued by the University's commissioning agent are to be considered complementary in nature and in no way relieve the Contractor of its responsibility to deliver Work in compliance with the Contract Documents.

The Contractor shall inspect the Work of the subcontractors on the Project, while the Work is being performed through final completion and acceptance of the Project by the University to assure that the Work performed and the materials furnished are in strict accordance with the drawings and specifications; the Contractor shall also inspect the Work to verify that Work on the Project is progressing on schedule.

The Contractor shall be responsible for inspection of portions of Work performed under this Contract to determine that such portions are in proper condition to receive subsequent Work. In the event that it becomes necessary to interpret the meaning and intent of the plans and specifications during construction and the meaning is not reasonably inferable, the Contractor shall submit as a Request for Information (RFI) to the Design Professional to make the interpretation in writing and transmit same to appropriate Subcontractors and the University in accordance with the procedures established in section 5.02 of these General Conditions.

The Contractor shall not be relieved of obligations to performing the Work in accordance with the Contract Documents either by activities or duties of the Design Professional in the Design Professional's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

#### **4.02.5 Labor and Materials**

The Contractor shall provide an analysis of the types and quantity of labor required for the Project and review the availability of the appropriate categories of labor required for all Work, and the Contractor shall be responsible to provide the necessary and adequate labor needed to complete the Project by the Contract Time. During the course of the Project, the Contractor shall endeavor to maintain harmonious labor relations on the Project.

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, , transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Unless otherwise noted in the Information to Bidders, the Contractor shall provide and pay for water, heat, electric and other utilities.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and Subcontractors and others carrying out the Work of the Contract. The Contractor shall not permit employment of unsafe persons or persons not skilled in tasks assigned to them.

#### **4.02.6 Disputes with Subcontractors**

Wherever any provision of any section of the Plans and Specifications conflicts with any agreement or regulation of any kind at any time in force among members of any Trade Associations, Unions or Councils which regulate or distinguish what Work shall or shall not be included in the Work of any particular trade, the Contractor shall make all necessary arrangements to reconcile any such conflict without delay, damage, increase to the Contract Sum or recourse to the University. The University will not arbitrate disputes among subcontractors nor between the Contractor and one or more subcontractors concerning responsibility for performing any part of the Project.

In case the progress of the Work is affected by any undue delay in furnishing or installing any items of material or equipment required under the Contract Documents because of conflict involving any agreement or regulation of the type described above, the University's Representative may require that other material or equipment of equal kind and quality be provided at no additional cost to the University.

#### **4.02.7 Project Manager and Superintendent**

The Contractor shall have at the Project site, during the full term of the Contract, an approved, competent project staff, which may include a Project Manager and Superintendent, and any necessary assistants, all satisfactory to the University's Representative and in accordance with the Contract Documents and the Contractor's Staffing Plan. The Project Manager or the Superintendent shall not be changed, except with the written consent of the University's Representative unless the Project Manager or the Superintendent ceases to be in the employ of the Contractor. The Project Manager or the Superintendent shall represent the Contractor and all directions given to either of them by the University or the University's Representative shall be as binding as if given to the Contractor. All directions and communications shall be confirmed in writing.

If a Project Manager or a Superintendent approved by the University's Representative ceases to be in the Contractor's employ, the Contractor shall immediately replace him with a person acceptable to the University's Representative. The University in its sole discretion shall have the right to require the removal of any agent or employee of the Contractor or any subcontractor without cause at any time.

#### **4.02.8 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect and such taxes are included in the Contract Sum.

#### **4.02.9 Permits and Notices**

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, policies and lawful orders of public authorities and the University bearing on performance of the Work.

#### **4.02.10 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such stated amounts including identified unit cost, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection. Unless otherwise provided in the Contract Documents:

1. materials and equipment under an allowance shall be selected promptly by the University to avoid delay in the Work;
2. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
3. the Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances;
4. if allowance assumptions prove inappropriate, the Contract Sum may be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the allowances.

#### **4.02.11 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The site shall be safely maintained and kept clean, orderly and neat.

#### **4.02.12 Safety**

The Contractor shall protect adjoining property and nearby buildings, roads, and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Contractor's operations or storing practices. Dust shall be controlled by sprinkling, misting or other effective methods acceptable to University and in accordance with legal requirements. An erosion and sedimentation control program shall be initiated, which includes measures addressing erosion caused by wind and water and sediment in runoff from site. A regular watering program shall be initiated to adequately control the amount of fugitive dust.

The Contractor is knowledgeable of and understands that the University may intend to maintain occupancy of certain portions of the existing facility. The Contractor shall exercise caution at all times for the protection of persons and their property. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees on the Work site together with Subcontractors and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or offsite, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and (3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the Work or permanently installed as part of the Project.

The Contractor shall also provide and adequately maintain all proper temporary walks, roads, guards, railings, lights, and warning signs. The Contractor shall comply with all applicable laws relating to safety precautions. The Contractor shall establish and maintain and update as required a Project Specific Safety Program.

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the University and Design Professional.

The Contractor shall require each and every one of its subcontractors and Trade Contractors to comply with all of the provisions of this section.

The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in the Contract.

#### **4.02.13 Hazardous Condition**

The University and/or the Design Professional may bring to the attention of the Contractor a possible hazardous situation in the field regarding the safety of personnel on the site. The Contractor shall be responsible for verifying that all local, state, and federal workplace safety guidelines are being observed. In no case shall this right to notify the Contractor absolve the Contractor of its responsibility for monitoring safety conditions. Such notification shall not imply that anyone other than the Contractor has assumed any responsibility for field safety operations.

Explosives shall not be used without first obtaining written permission from the University and then shall be used only with the utmost care and within the limitations set in the written permission and in accordance with

prudence and safety standards required by law. Storage of explosives on the Project site or University is prohibited. Powder activated tools are not explosive for purposes of this Article; however, such tools shall only be used in conformance with State safety regulations.

The Contractor shall report in writing to the University's Representative, within eight (8) hours, all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether occurring on or off the Site, which caused death, personal injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the University Representative and the University Police at (313) 577-2222. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall report promptly the facts in writing to the University's Representative, giving full details of the claim.

#### **4.02.14 Cutting, Patching and Sequencing**

The Contractor shall be responsible for all cutting, fitting or patching required to complete the Work and to ensure the complete and effective coordination of the Work.

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the University or separate Contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the University or a separate Contractor except with written consent of the University and of such separate Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the University or a separate Contractor the Contractor's consent to cutting or otherwise altering the Work.

#### **4.02.15 Access to Site**

The Contractor shall at all times permit the University and the Design Professional to visit and observe the Work, and the shops where Work is in preparation, and shall maintain proper facilities and provide safe access for such observation. Work requiring testing, observation or verification shall not be covered up without such test, observation, or approval. Appropriate advance coordination of such testing, observation or verification is expected. University must provide prior written approval for any work to be performed on a Saturday, Sunday, or holiday. In the event that Contractor desires to perform Work on a weekend or holiday, Contractor shall provide a minimum of 48 hours written notice to the University of such desire prior to performing such Work. However, if the Work involves an actual or potential interruption to a utility or service, the Contractor shall provide no less than seven (7) days' written notice to the University.

The Contractor acknowledges that during the performance of the Work, the affected building and surrounding campus buildings will remain occupied and will require access by the public. The Contractor further acknowledges that other Contractors will be working on or near the Project site to accomplish the University's purposes and projects. To the greatest extent possible, the Contractor shall cooperate fully with the University and its guests, students, employees, invitees, and other Contractors in performing the Work required under the Contract. The Contract Sum includes any and all reasonably necessary costs expended to minimize interference with the University's activities as well as to coordinate schedules with other contractors' projects as required by the University.

#### **4.02.16 Burden for Damage**

From the issuance of the official Notice to Proceed until the formal acceptance of the Project by the University, the Contractor shall have the charge and care of and shall bear all risk of damage to the Project and materials and equipment for the Project other than damage directly caused by the University or the University's other contractors.

#### **4.02.17 Payments by Contractor**



The Contractor agrees to promptly pay all subcontractors upon receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed Contractor on account of the Work performed by its subcontractors to the extent of each such subcontractor's interest therein.

In the event the University becomes informed that the Contractor has not paid a subcontractor as herein provided, the University shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such subcontractor as joint payees. Such joint check procedure, if employed by the University, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit or obligate the University to repeat the procedure in the future. This provision shall not supersede the procedures set forth in Article 8.00 of these General Conditions.

#### **4.02.18 Responsibility to Secure and Pay for Permits, Licenses, Utility Connections, Etc.**

The Contractor shall secure all permits and licenses required for any operations required under this Contract and shall pay all costs relating thereto as well as all other fees and charges that are required by the United States, the State, the county, the city, a public utility, telephone company, special district, or quasi-governmental entity. It is the responsibility of the Contractor to ascertain the necessity of such permits and licenses in preparing its bid, Contract Sum and include in its bid, Contract Sum the cost thereof, as well as any time requirements for securing such permits and licenses.

#### **4.02.19 Patented or Copyrighted Materials**

The Contractor shall pay all royalties and license fees for the use of patented or copyrighted processes or materials. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the University and Design Professional harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Design Professional and University in writing.

#### **4.02.20 Property Rights in Materials and Equipment**

Nothing in the Contract shall be construed as vesting in the Contractor any property right in the materials or equipment after the materials or equipment have been attached to or permanently placed in or upon the Work or the soil or after payment has been made for fifty percent or more of the value of the materials or equipment delivered to the site of the Work whether or not they have been so attached or placed. All such materials or equipment shall become the property of University upon being so attached or placed, or upon payment of fifty percent or more of the value of the materials or equipment delivered on the site but not yet installed and the Contractor warrants that all such property shall pass to the University free and clear of all liens, claims, security interests, or encumbrances.

#### **4.02.21 Utilities**

The Contractor shall refer to and abide by the policies included in the Supplementary General Conditions and shall provide the notices as required by University's Utility Disturbance and Interruption Request form.

The Contractor shall provide as-built drawings of all utilities encountered and constructed for the University, indicating the size, horizontal location, and vertical location based on the Project bench mark or a stable datum.

Unless otherwise specifically stated, the Contractor shall provide or otherwise make all arrangements for utilities required to deliver the Work. .

#### **4.02.22 Asbestos and Hazardous Materials**

The Contractor is prohibited from installing any asbestos containing materials or products, and other prohibited and hazardous materials in the Work. The Contractor shall be responsible for removal and replacement costs should it be determined this provision has been violated, regardless of whether the job has been completed.

#### **4.02.23 Photographic Site Survey**

Contractor shall perform a photographic survey of construction site and adjoining structures prior to commencing Work. The survey shall be provided to the University and shall include photographs of pathways, flat concrete paving, foundations, walls, landscaping.

#### **4.02.24 Compliance with University Policies on Drugs, Alcohol and Tobacco.**

The University requires Contractors, Subcontractors and sub-subcontractors with access to the work site to abide by the University's policies on drugs, alcohol and tobacco, which can be found at: [http://bog.wayne.edu/2\\_20\\_04.php](http://bog.wayne.edu/2_20_04.php) and <http://policies.wayne.edu/administrative/00-03-smoke-free-campus.php>. All costs for initial and period testing shall be borne by the Contractor

1. The Contractor and University shall reserve the right to test any and/or all site personnel at random periods and without notice.
  - a. The Contractor shall be responsible for all costs including wages for those individuals testing drug or alcohol-free at the Contractor's direction.
  - b. Subcontractors shall be responsible for all costs including wages for those individuals not testing drug or alcohol-free at the direction of the Contractor, and the Subcontractor shall immediately remove those individuals from the site.
2. Any individual not testing drug or alcohol-free shall not be allowed to return to the site under any circumstances.

#### **4.03 Design Professional**

##### **4.03.1 Design Professional's Administration of Contract**

The Design Professional will provide one or more Project Representatives to assist in the administration of the Contract as described in the Contract Documents, and to assist the University's Representative (1) during the construction, (2) until final payment is due and (3) with the University's concurrence, from time to time during the correction and warranty period. The Design Professional will advise and consult with the University on issues relating to contract performance and interpretation. The Design Professional will have no authority to act on behalf of the University except as provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

The Design Professional will visit the site at intervals defined in the Design Professional's Proposal to become familiar with the progress and quality of the completed Work and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. On the basis of on-site observations, the Design Professional will keep the University and Contractor informed of progress of the Work by written field reports, and will endeavor to guard the University against defects and deficiencies in the Work.

The Design Professional will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Design Professional will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Design Professional will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

#### **4.03.2 Communications Facilitating Contract Administration**

The Design Professional and Contractor shall communicate directly concerning the Project and shall keep the University advised of their communications. Communications by and with the Design Professional's consultants shall be through the Design Professional. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate Contractors shall be through the University.

#### **4.03.3 Evaluation of Applications for Payment**

Based on the Design Professional's observations and evaluations of the Contractor's Applications for Payment, the Design Professional must approve and sign any Contractor Applications for Payment as an express condition precedent to release of any progress or final payment. In the absence of Design Professional, the University will review and authorize applications for payment.

The Design Professional will have authority to reject Work which does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Design Professional will have authority to require additional observation or testing of the Work in accordance with section 5.06, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Professional to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

#### **4.03.4 Review of Shop Drawings, Product Data and Samples**

The Design Professional shall review and approve or take other appropriate action upon the Contractor's submittal of Shop Drawings, Product Data and Samples. The Design Professional's action will be taken within 10 days from receipt so as not to cause delay in the Work or in the activities of the University, Contractor or separate Contractors, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. Review of such submittal is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Professional's review of the Contractor's submittal shall not relieve the Contractor of the obligations under Article 5.04. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of any construction means, methods, techniques, sequences or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

#### **4.03.5 Site Observations to Determine Substantial and Final Completion**

The Design Professional will conduct observations to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the University for the University's review and retention all written warranties and related documents required by the Contract and assembled by the

Contractor, and will issue an approval of final payment upon compliance with the requirements of the Contract Documents.

#### **4.04 Delegation of Performance and Assignment of Money Earned**

The performance of all or any part of this Contract may not be delegated by the Contractor or Design Professional without the written consent of the University. Consent will not be given to any proposed delegation which would relieve the Design Professional, the Contractor or its surety of their responsibilities under the Contract.

The Contractor may assign moneys due or to become due under the Contract, only upon written consent of the University. Assignments of moneys earned by the Contractor shall be subject to proper retention in favor of the University and to all deductions provided for in the Contract and such moneys shall be subject to being used by the University for the completion of the Work in the event the Contractor is in default. Any assignment attempted without the written consent of the University shall be void.

#### **4.05 Contractor's Insurance**

The Contractor shall not commence Work under this Contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the University; likewise, no subcontractor or subconsultant shall be allowed to commence Work until the insurance required has been obtained. The Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and the University from claims, such as for bodily injury, death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The types of such insurance and any additional insurance requirements are specified herein with the amounts and limits set forth in the Supplementary General Conditions.

##### **4.05.1 Policies and Coverage**

The following policies and coverages shall be furnished by the Contractor:

- (1) Comprehensive or Commercial Form General Liability Insurance on an "Occurrence" form covering all Work done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and Contractual liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to work required of the Contractor by these Contract Documents. This insurance shall include the contractual obligations assumed under the Contract Documents and specifically section 4.06.
- (2) Business Automobile Liability Insurance on an "Occurrence" form covering owned, hired, leased, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and Contractual liability.
- (3) Worker's Compensation and Employer's Liability Insurance as required by Federal and Michigan law. The Contractor shall also require all of its Subcontractors to maintain this insurance coverage. The Contractor acknowledges and shall abide by the University's prohibition on the use of 1099 independent contractors and owner/operator business entities wherein such individuals are not able to secure and maintain such insurance. The Contractor shall ensure that all classifications of laborers and construction mechanics performing Work on the Project job site are traditional employees of the Contractor or any Trade Contractor for any tier thereof, and that each is covered by such insurance.

- (4) The Umbrella Excess Liability insurance must be consistent with and follow the form of the primary policies, except that Umbrella Excess Liability insurance shall not be required for the Medical Expense Limit.
- (5) Builder's Risk Insurance: The Contractor, at his sole expense, shall purchase and maintain property insurance upon the entire Project for the full replacement cost at the time of any loss. This insurance shall include "All Risk" coverage against physical loss or damage including the perils of Fire and Extended Coverage, Theft, Vandalism, and Malicious Mischief, Transit and Collapse. The Contractor will be responsible for any co-insurance penalties and/or deductibles.
- (6) Professional Liability (Errors and Omissions) including tail-coverage for claims made after final completion.

#### **4.05.2 Proof of Coverage**

Certificates of Insurance or Declarations pages as may be requested by the University, as evidence of the insurance required by these Contract Documents, shall be submitted by the Contractor to the University. The Certificates of Insurance and Declarations shall state the scope of coverage and deductible, and list the University as an additional insured as required by Section 4.05.04 below. Any deductible shall be the Contractor's liability. The Declarations shall provide for no cancellation or modification of coverage without thirty (30) days prior written notice to the University. Acceptance of Certificates of Insurance or Declarations pages by the University shall not in any way limit the Contractor's liabilities under the Contract Documents. The Contractor shall maintain required insurance for the entire duration of the Contract. In the event the Contractor does not comply with these insurance requirements, the University may, at its option, provide insurance coverage to protect the University; the cost of such insurance shall be deducted from the Contract Sum or otherwise paid by the Contractor. Renewal certifications shall be filed in a timely manner for all coverage until the Project is accepted as complete as requested by the University. Upon the University's request, the Contractor shall provide copies of the policies obtained from the insurers.

#### **4.05.3 Subcontractor's Insurance**

The Contractor shall either require Subcontractors to carry insurance as set forth in the CCIP Insurance Manual and the Subcontract, or the Contractor shall insure the activities of the Subcontractors in the amount, types and form of insurance required under by the Contract Documents. If the Contractor elects to have its Subcontractors purchase individual insurance policies, the Contractor shall cause its trade contracts and subcontracts to include a clause requiring that copies of any insurance policies which provide coverage to the Work shall be furnished to the University upon request. The Contractor shall supply the University with a list of all Subcontractors, including those enrolled in the CCIP coverage, and copies of the enrolled Subcontractors' certificates of insurance evidencing coverage, showing whether or not they have individual insurance policies and certifying that those subcontractors without individual insurance policies are insured by the Contractor.

#### **4.05.4 Scope of Insurance Coverage**

The Contractor's insurance as required by the Contract Documents (including subcontractors' insurance), by endorsement to the policies and the Certificates of Insurance, shall include the following and may be presented in the form of a rider attached to the Certificates of Insurance:

- (1) The Board of Governors of Wayne State University, the University, their officers, employees, representatives and agents including the Design Professional, shall be included as additional insured under the general liability, builder's risk and automobile liability policies for and relating to the Work to be performed by the Contractor and subcontractors. This shall apply to all claims, costs, injuries, or damages.

- (2) A Severability of Interest Clause stating that, "The term 'insured' is hereby used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurer's or insurers' liability."
- (3) A Cross Liability Clause stating that, "In the event of claims being made under any of the coverages of the policy or policies referred to herein by one or more insured hereunder for which another or other insured hereunder may be liable, then the policy or policies shall cover such insured or insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurer's limits of liability as set forth in the insuring agreements."
- (4) The Board of Governors of Wayne State University, the University, their officers, employees, representatives and agents, shall not by reason of their inclusion as insured incur liability to the insurance carriers for payment of premiums for such insurance. However, the Board of Governors of Wayne State University may, in their sole discretion after receiving a notice of cancellation for nonpayment, elect to pay the premium due and deduct such payment from any sums due to the Contractor or recover the amount paid from the Contractor if the sums remaining are insufficient.
- (5) Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by the Board of Governors of Wayne State University, the University, their officers, employees, representatives and agents.

#### **4.05.5 Miscellaneous Insurance Provisions**

The form and substance of all insurance policies required to be obtained by the Contractor shall be subject to approval by the University. All such policies shall be issued by companies lawfully authorized to do business in Michigan and be acceptable to the University. All property insurance policies to be obtained by the Contractor shall name the University as loss payee as its interest, from time to time, may appear.

The Contractor shall, by mutual agreement with the University and at the University's cost, furnish any additional insurance as may be required by the University. The Contractor shall provide Certificates of Insurance evidencing such additional insurance.

Should the Project involve asbestos abatement, the Contractor or subcontractor, as appropriate, shall provide asbestos liability insurance.

The Contractor acknowledges that the University is self-insured and participates in the Michigan Universities Self-Insurance Corporation program and the Contractor agrees that the University is not required to provide or purchase any additional insurance with respect to this Project or the Work required by the Contractor for the Project.

#### **4.05.6 Loss Adjustment**

Any insured loss is to be adjusted with the Contractor and made payable jointly to the University and the Contractor. The Contractor shall cooperate with the University in a determination of the actual cash value or replacement value of any insured loss. Any deductible amount shall be the responsibility of the Contractor.

#### **4.05.7 Compensation Distribution**

The University upon the occurrence of an insured loss shall account for any money so received and shall distribute it in accordance with such agreement as the interested parties may reach. Claim payments received shall be distributed proportionately according to the actual percentages of losses to both. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate contract change order. Any dispute shall be resolved by the University.

#### **4.05.8 Waivers of Subrogation**

The University and Contractor waive all rights against (1) each other and any of their subcontractors, subcontractors, agents and employees, each of the other, and (2) the Design Professional, Design Professional's consultants, separate Contractors if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the University as fiduciary. The University or Contractor, as appropriate, shall require of the Design Professional, Design Professional's consultants, separate Contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

#### **4.06 Indemnification**

##### **4.06.1**

To the fullest extent permitted by law, the Contractor shall hold harmless, defend, and indemnify the Board of Governors of Wayne State University, the University, and officers, employees, representatives and agents of each of them, from and against any and all claims or losses arising out of or are alleged to be resulting from, or relating to (1) the failure of the Contractor to perform its obligations under the Contract or the performance of its obligation in a willful or negligent manner; (2) the inaccuracy of any representation or warranty by the Contractor given in accordance with or contained in the Contract Documents; and (3) any claim of damage or loss by any subcontractor, or supplier, or laborer against the University arising out of any alleged act or omission of the Contractor or any other subcontractor, or anyone directly or indirectly employed by the Contractor or any subcontractor.

##### **4.06.2**

To the fullest extent permitted by law, the Contractor shall be liable for and hereby agrees to defend, discharge, fully indemnify and hold the University harmless from and against any and all claims, demands, damages, liability, actions, causes of action, losses, judgments, costs and expenses of every nature (including investigation costs and/or expenses, settlement costs, and attorney fees and expenses incident thereto) sustained by or asserted against the University arising out of, resulting from, or attributable to the performance or nonperformance of any Work and/or obligation covered by the Contract or to be undertaken in connection with the construction of the Project contemplated by the Contract (collectively, "Claim"), including, but not limited to, any Claim for: (a) any personal or bodily injury, illness or disease, including death at any time resulting therefrom of any person, (including, but not limited to, employees of the University, the Contractor, any subcontractor, and any materialman and the general public); (b) any loss, damage or destruction of any property; (c) any loss or damage to the University's operations, arising out of, resulting from, or attributable in whole or in part to (i) any negligence or other act or omission of the Contractor, and any subcontractor, any materialman and/or any other person or any of the directors, officers, employees or agents of any of them or (ii) any defects in material or equipment furnished hereunder; (d) any payments allegedly owed to subcontractors, sub-subcontractors or materialmen; (e) any acts or omissions relative to conditions of safety and protection of persons on the Project site; and/or (f) any act or omission relative to the Contractor's breach of obligations and regarding non-discrimination as set forth in these General Conditions. The Contractor shall not be liable hereunder to indemnify the University against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the University, its agents or employees. The Contractor, at its own cost and expense, shall take out and maintain

at all times during the effective period of the Contract, contractual liability insurance insuring the performance by the Contractor of its contractual duties and obligations under this Article, which insurance shall name the University as additional insured and shall be in form and amount and from an insurance company satisfactory to the University. The Contractor's duty to fully indemnify the University shall not be limited in any way by the existence of this insurance coverage.

#### **4.06.3**

The Contractor shall also be liable for and hereby agrees to pay, reimburse, fully indemnify and hold the University harmless from and against all costs and expenses of every nature (including attorney fees and expenses incident thereto) incurred by the University in collecting the amounts due from the Contractor, or otherwise enforcing its rights, under the indemnifications described in this Article.

#### **4.06.4**

In claims against any person or entity indemnified under this Article made by an employee of the Contractor or a subcontractor, or indirectly employed by either of them, or anyone for whose acts either made by liable, the indemnification obligation under this Article shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a subcontractor under workers compensation laws, disability benefit laws, or other laws providing employee benefits.

#### **4.06.5**

The indemnification obligations under this Article shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

#### **4.06.6**

**The Contractor shall hold harmless, defend, and indemnify the University from and against losses resulting from any claim of damage made by any separate Contractor of the University against the University arising out of any alleged acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by either the Contractor or subcontractor, or anyone for whose acts either the Contractor or subcontractor may be liable.**

#### **4.06.7**

The Contractor shall hold harmless, defend and indemnify the Design Professional and the separate Contractors of the University from and against losses to the extent they arise from the negligent acts or omissions or willful misconduct of the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable.

### **4.07 Occupancy by University Prior to Acceptance**

The University may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the University and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a description of the area substantially complete to the Design Professional. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be



determined by written agreement between the University and Contractor or, if no agreement is reached, by decision of the Design Professional.

Immediately prior to such partial occupancy or use, the University together with the Contractor and Design Professional shall jointly observe and/or inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Likewise, partial occupancy or use of a portion or portions of the Work shall not alter, change or modify the requirements for Substantial or Final Completion within Contract Time.

#### **4.08 Contract Time**

##### **4.08.1 Time of the Essence**

All time limits specified in this Contract are of the essence of the Contract.

##### **4.08.2 Starting and Completion Date**

The University shall designate in the Notice to Proceed the starting date of the Contract on which the Contractor shall immediately begin and thereafter diligently prosecute the Work to completion. The Contractor agrees to complete the Work on the date specified for completion of the Contractor's performance in the Contract unless such time is adjusted, in writing, by change order issued by the University. The Contractor may complete the Work before the completion date if it will not interfere with the University or their other Contractors engaged in related or adjacent Work. The date of Substantial Completion shall be used as the commencement date of the guarantee.

##### **4.08.3 Delay**

Within ten (10) days from the commencement of a delay, Contractor shall submit to the University's Representative a written notice of the delay. Such notice of delay shall describe the nature and cause of the delay, provide a preliminary estimate of the impact of said delay on the construction schedule and provide a recovery plan to mitigate the delay. The Contractor's failure to give such notice to the University shall constitute a waiver by the Contractor of its ability to request an extension of time. In the case of a continuing cause of delay, only one claim shall be necessary. The giving of such notice shall not of itself establish the validity of the cause of delay or of the extension of the time for completion. Submission of reports and/or updates required at regularly scheduled meetings or as a part of a regularly submitted report shall not constitute such required notice.

The Contractor expressly agrees that delays to construction activities which do not affect the overall time of completion of the Work shall not entitle the Contractor to an extension of the Contract Time or provide a basis for additional cost or damages. No delay, obstruction, interference, hindrance, or disruption, from whatever source or cause in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, obstruction, interference, hindrance, or disruption is without the fault and not the responsibility of the Contractor and directly affects the overall completion of the Work as reflected in the Contractor's updated and accepted Project schedule.

**Within fifteen (15) days from the submittal to the University of the notice of delay detailed in the previous paragraphs, Contractor shall submit to the University's Representative a request for an extension of time which shall include all documentation supporting the request. Such submittal shall include a detailed description of all changes in activity duration, logic, sequence, or otherwise in the Project schedule. The filing of such a request for an extension of time shall not of itself establish the validity of the cause of delay or of the extension of time for completion.**

**Submission of construction reports and/or updates required by these General and Supplementary Conditions shall not constitute such a request.**

#### **4.08.4 Adjustment of Contract Time and Cost**

**If the Contractor is delayed, obstructed or hindered at any time in the progress of the Work by any act or neglect of the University or by any contractor employed by the University, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of the Contractor with the exception of labor disputes or strikes of the Contractor's or a Subcontractor's own personnel, then the duration set forth in the Master Project Schedule, and established for Substantial and Final Completion may be extended as agreed to by the University, Contractor and Design Professional. When such delays result in an agreement to adjust the Time of Completion, then the Contractor may also request, and the University may make a reasonable adjustment to the Contract Sum for Project costs directly attributable to the delay pursuant to Article 6.00, CHANGES IN THE WORK. It will be the Contractor's obligation to demonstrate to the complete satisfaction of the University, that the direct Project costs associated with such delays are justified, fair, and reasonable.**

The University will not recognize labor disputes, strikes, work stoppages, picketing or boycotting by employees of or under the control or direction of the Contractor or its subcontractors, to be cause for extending the Construction Project Schedule or the Contract Time or adjusting the Contract Sum. The University may recognize labor disputes, strikes, work stoppages, picketing or boycotting that are not within the Contractor's or its subcontractors' control as cause for extending the Construction Project Schedule or Contract Time. Pursuant to section 9.01.1 such labor disputes, strikes, work stoppages, picketing or boycotts may constitute grounds for termination of the Contractor.

#### **4.08.5 Contractor to Fully Prosecute Work**

No extension of time will be granted unless the Contractor demonstrates to the satisfaction of the University that the Contractor has made every reasonable effort to complete all Work under the Contract not later than the date prescribed.

#### **4.08.6 University's Adjustment of Contract Time**

Even though the Contractor has no right to an extension of time for completion, the University may in the exercise of its sole discretion extend the time at the request of the Contractor if it determines it to be in the best interest of the University. .

#### **4.08.7 Adjustment of Contract Time and Cost Due to Reasons Beyond University Control**

**Should the University be prevented or enjoined from proceeding with Work either before or after the start of construction by reason of any litigation or other reason beyond its control, the Contractor may request an adjustment in the Time of Completion and/or Contract Sum by reason of said delay. The University may make a reasonable adjustment in the Time of Completion and/or Contract Sum for time and costs directly attributable to the delay. It will be the Contractors obligation to demonstrate to the complete satisfaction of the University, that all Time of Completion and Contract Sum adjustments associated with such delays are justified, fair, and reasonable.**

#### **4.09 Progress Schedule**

##### **4.09.1**

The Contractor shall prepare and submit to the University the Contractor's Construction Schedule utilizing the Critical Path Method within ten (10) days after starting date on the Notice to Proceed. It shall be the Contractor's responsibility to use its best efforts and to act with due diligence to maintain the progress of the Work in accordance with the schedule. The time for completion may be extended only by a written Change Order executed by the University and the Contractor. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that, in the sole judgment of the University, it provides an appropriate basis for monitoring and evaluating the progress of the Work. The Construction Schedule shall include the time periods required for utility and service interruptions, including compliance with the notice periods stated in the Utility Disturbance and Disruption Request. The Contractor shall also submit a separate progress schedule listing all submittals required under the Contract and the date by which each submittal will be submitted allowing 10 days for the Design Professional's review ("submittal schedule").

#### **4.09.4**

Float, slack time, or contingency within the schedule at the activity level and total float within the overall schedule, is not for the exclusive use of either the University or the Contractor, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Contract milestones and the Contract completion date.

#### **4.09.5**

The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, etc. Since float time within the construction schedule is jointly owned, it is acknowledged that University caused delays on the Project may be offset by University caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension until all University caused time savings are exceeded and the Contract completion date is also exceeded.

#### **4.09.6**

Regardless of which schedule method the Contractor elects to use in formulating the Contractor's Construction Schedule, an updated construction schedule shall be submitted to the University five (5) days prior to the submittal of the Contractor's monthly payment request. The submission of the updated construction schedule satisfying the requirements of this Article, accurately reflects the status of the Work, and incorporates all changes into the schedule, including actual dates, shall be a condition precedent to the processing of monthly payment applications. Updated schedules shall also be submitted at such other times as the University may direct. Upon approval of a change order or issuance of a direction to proceed with a change, the approved change shall be reflected in the next schedule update submitted by the Contractor.

#### **4.09.7**

If completion of any part of the Work, the delivery of equipment or materials, or issuance of the Contractor submittals is behind the updated Construction Schedule and will cause the end date of the Work to be later than the Contract completion date, the Contractor shall submit in writing a plan acceptable to the University for completing the Work on or before the current Contract completion date.

#### **4.09.8**

No time extensions shall be granted unless the delay can be clearly demonstrated by the Contractor on the basis of the updated Construction Schedule current as of the month the change is issued or the delay

occurred, and the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

#### **4.09.9**

As a condition precedent to the release of retained funds, the Contractor shall, after completion of the Work has been achieved, submit a final Construction Schedule which accurately reflects the manner in which the Project was constructed and includes actual start and completion dates for all Work activities on the Project schedule together with a full and unconditional waiver and release of claims for payment in a form acceptable to the University.

#### **4.10 Coordination With Other Work**

The University reserves the right to do other Work in connection with the Project or adjacent thereto and the Contractor shall at all times conduct the Work so as to impose no hardship on the University or others engaged in the University's Work nor to cause any unreasonable delay or hindrance thereto.

Where two or more Contractors are employed on related or adjacent work, each shall conduct their operation in such a manner as not to cause delay or additional expense to the other.

The Contractor shall be responsible to others engaged in the related or adjacent work for all damage to Work, to persons and to property, and for loss caused by failure to complete the Work within the specified time for completion. The Contractor shall coordinate its Work with the Work of others so that no discrepancies shall result in the Project.

#### **4.11 As-built Drawings Reflecting Actual Construction**

During the course of construction, the Contractor shall maintain drawings kept up each day to show the Project as it is actually constructed. Every sheet of the plans and specifications which differs from the actual construction shall be marked and sheets so changed shall be noted on the title sheets of the plans and specifications. All change orders shall be shown by reference to sketch drawings, and any supplementary drawings or change order drawings shall be included. The Contractor shall review the "As-built" drawings with the University at least once a month to demonstrate that all changes that have occurred are being fully and accurately recorded. The altered Contract drawings shall be sufficiently detailed so that future Work on the Project or in adjacent areas may be conducted with a minimum of difficulty. Prior to the completion of the Project, and prior to release of the final retention payments, the "As-built" drawings and specifications shall be transmitted in hard copy and electronic format as directed by the University to the University or the Design Professional for further review. A copy of the transmittal shall be sent to the University and included in the formal Close-out documents.

#### **4.12 Cleanup of Project and Site**

The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials, combustibles, or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, combustibles, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up as provided in the Contract Documents, the University may do so and the cost thereof shall be charged to the Contractor. Any additional cleaning requirements are as stated in the Supplementary General Conditions.

Upon completion of the Work, the Contractor shall promptly remove from the premises construction equipment and any waste materials not previously disposed of, leaving the premises thoroughly clean and ready for occupancy.

When two or more Contractors are engaged in work at or near the site, each shall be responsible for cleanup and removal of its own rubbish, equipment, and any waste materials not previously disposed.

In the event the Contractor does not maintain the Project or the site clear of debris and rubbish in a manner acceptable to the Design Professional or University, the University may, at its option, cause the Project or site to be properly cleaned and may withhold the incurred expense from payments due the Contractor or otherwise receive reimbursement from the Contractor.

#### **4.13 [Not used]**

#### **4.14 Project Sign, Advertising**

If included as a requirement in the project documents, Contractor shall furnish and install a project sign as designed by the Design Professional and accepted by the University as part of the Work under the Contract. As a minimum, the sign shall be four feet by eight feet, made from three-quarter inch plywood. The sign shall identify the Project name, the University including the individual members of the Board of Governors, the Design Professional, and the Contractor. No advertising is permitted on the Project or site without written permission from the University. If the Project is funded by a State of Michigan capital appropriation, the Contractor shall also provide a project sign which satisfies the requirements of the State of Michigan as stipulated in the Department of Technology Management and Budget's Major Project Design Manual, current edition.

## **5.00 INTERPRETATION OF AND ADHERENCE TO CONTRACT REQUIREMENTS**

### **5.01 Interpretation of Contract Requirements**

#### **5.01.1 Conflicts**

In the event of conflict in the Contract Documents, the priorities stated below shall govern:

- (1) Addenda shall govern over all other Contract Documents and subsequent addenda shall govern over prior addenda only to the extent that they modify prior addenda. Such addenda shall only govern the scope of Work, Contract Sum, and Time of Completion, and shall not be deemed to amend the Contract, General Conditions of Construction, or Supplementary General Conditions of Construction.
- (2) In case of conflict between plans and specifications, the specifications take precedence over drawings for the specific type or quality of materials or the quality of installation; the drawings take precedence over the specifications with regard to quantities, locations or detail of installation.
- (3) Conflicts within the plans:
  - (a) Schedules, when identified as such, shall govern over all other portions of the plans.
  - (b) Specific notes shall govern over all other notes and all other portions of the plans except the schedules described in Article 5.01.1, above.
  - (c) Larger scale drawings shall govern over smaller scale drawings.
  - (d) Figured or numerical dimensions shall govern over dimensions obtained by scaling. Scaling the drawings is prohibited.
- (4) Conflicts within the specifications:

"General Conditions for Construction" shall govern over all sections of the specifications except for specific modifications thereto that may be stated in Supplementary General Conditions or addenda. No other section of the specifications shall modify the General Conditions for Construction.
- (5) In the event provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

#### **5.01.2 Omissions**

If the Contract Documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the Contract Documents in accordance with such standard. "Minor Detail" shall include the concept of substantially identical components, where the price of each such component is small even though the aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial.

The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts of materials otherwise set forth in the Contract Documents.

#### **5.01.3 Miscellaneous**

Portions of the Work which can be best illustrated by the Drawings may not be included in the Specifications and portions best described by the Specifications may not be depicted on the Drawings.

If an item or system is either shown or specified, all material and equipment normally furnished with such items and needed to make a complete operating installation shall be provided whether mentioned or not, even though such materials and equipment are not shown on the drawings or described in the specifications, omitting only such parts as are specifically excepted. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

The General Conditions and Supplementary General Conditions are a part of each and every section of the Specifications.

All drawings, Project Plans and Specifications, renderings and models or other documentation, and copies thereof, furnished by the University or any agent, employee or consultant of the University, or Design Professional, are and shall remain the property of the University. They are to be used only with respect to this Project and are not to be used on any other project.

#### **5.01.4 Interpreter of Documents**

The University's Representative shall be the Interpreter, with the advice of the Design Professional, of the Contract Documents and shall be the judge of the performance of the Contractor and subcontractors. Subject to the provisions Article 7, claims, disputes and other matters of controversy relating to the Contract Documents or the Work shall be decided by the University's Representative. The decision of the University's Representative shall be final.

#### **5.02 Issuance of Interpretations, Clarifications, Additional Instructions (Requests for Information)**

Should the Contractor discover any conflicts, omissions, or errors in the Contract or have any question concerning interpretation or clarification of the Contract Documents, the Contractor shall request in writing an interpretation, clarification, or additional detailed instructions before proceeding with the Work affected. The written request shall be given to the Design Professional and University within 5 days of discovery.

The Design Professional, with review as required by the University, shall, within 10 days or other reasonable time, issue in writing the interpretation, clarification, or additional detailed instructions requested. In the event that the Contractor believes that the progress of the Work is being delayed by a Request for Information or a response to a Request for Information, Contractor shall comply with the procedures stated in section 4.08 of these General Conditions for an extension of time.

Should the Contractor proceed with the Work affected before receipt of the interpretation, clarification, or instructions from the Design Professional, the Contractor shall replace or adjust any Work not in conformance therewith and shall be responsible for any resultant damage or added cost.

Should any interpretation, clarification, or additional detailed instructions, in the opinion of the Contractor, constitute Work beyond the scope of the Contract, the Contractor must submit written notice thereof to the Design Professional and University within five (5) calendar days following receipt of such interpretation, clarification, or additional detailed instructions and in any event prior to commencement of Work thereon. The Contractor shall submit an explanation of how the interpretation, clarification, or additional detailed instruction constitutes work beyond the scope of the Contract, along with a detailed cost breakdown and an explanation of any delay impacts. The Design Professional shall consider such notice and make a recommendation to the University. If, in the judgment of the University, the notice is justified, the interpretation, clarification or additional detailed instructions shall either be revised or the extra work authorized by Contract change order or by field instruction with a change order to follow. If the University decides that the request is not justified

and the Contractor does not agree, the Contractor shall nevertheless perform such Work upon receipt from the University of written authorization to do so. In such case, the Contractor shall have the right to have the Claim later determined only pursuant to the requirements of this Contract. However, any such Claim for additional compensation because of such interpretation, clarification, or additional detailed instruction is waived, unless the Contractor gives written notice to the Design Professional and University within five (5) calendar days as specified above.

### **5.03 Product and Reference Standards**

#### **5.03.1 Product Designation**

When descriptive catalog designations, including the manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications of current issue at the date of Contract execution.

#### **5.03.2 Reference Standards**

When standards of the federal government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered a part of this Contract. When such references do not bear a date of issue, the current and most recently published edition at the date of Contract execution shall be considered a part of this Contract.

### **5.04 Shop Drawings, Samples, Alternatives or Equals, Substitutions**

#### **5.04.1 Submittal Procedure**

Shop drawings include drawings, diagrams, illustrations, schedules, performance charts, brochures and catalogs and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. In accordance with the submittal schedule, the Contractor shall promptly review and approve all shop drawings and then submit the shop drawings to the Design Professional together with samples as required by the Contract Documents and shall also submit any offers of alternatives or substitutions. The Design Professional shall have 10 days to respond with an acknowledgement of approval, clearly defined exceptions, or rejections. Rejections shall be cause for re-submission and no contract time adjustments will be granted for such requirements. At least six copies of brochures, one copy of shop drawings and one PDF digital file of shop drawings shall be submitted as well as additional copies as required by Design Professional. All such submittals shall be sent to Design Professional at the address given in the instructions to the Contractor at the job start meeting. A letter shall accompany the submitted items which shall contain a list of all matters submitted and shall identify all deviations shown in the shop drawings and samples from the requirements of the Contract Documents. Failure by the Contractor to identify all deviations may render void any action taken by the Design Professional on the materials submitted. Whether to void such action shall be in the discretion of the Design Professional. The letter and all items accompanying it shall be fully identified as to project name and location, the Contractor's name, and the University's Project number. By submitting the approved shop drawings and samples, the Contractor warrants and represents that the data contained therein have been verified with conditions as they actually exist and that the shop drawings and samples have been checked and coordinated with the Contract Documents.

#### **5.04.2 Samples**

Samples are physical examples furnished by the Contractor to illustrate materials, equipment, color, texture, or worker ship, and to establish standards by which the Work will be judged. Unless otherwise approved, at least two samples will be submitted for each item requiring samples to be submitted.



**The Work shall be in accordance with the samples and reviewed by Design Professional. Samples shall be removed by the Contractor from the site when directed. Samples not removed by the Contractor, will become the property of the University and will be removed or disposed of by the University at the Contractor's expense.**

#### **5.04.2.1 Mock-ups as may be required by the Contract Documents**

**Mock-ups, models or temporary construction as may be required by the University shall be removed and disposed of by the Contractor at Contractor's sole cost and expense from the site when directed.**

### **5.04.3**

#### **5.04.3 Substitutions**

For convenience in designation on the plans or in the specifications, certain materials or equipment may be designated by a brand or trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as "designated by brand name." Alternative material or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the requirements stated in this section. If the Contractor proposes a product that is of lesser or greater quality or performance than the specified material or equipment, Contractor must both comply with the provisions of section 5.04 and submit any cost impact. The Contractor shall submit its proposal to University and the Design Professional for an alternative in writing within the time limit designated in the Contract, or if not so designated, then within a period which will cause no delay in the Work. By submitting a substitute, the Contractor waives any rights to claim a delay due to the processing of this substitution.

The Contractor may offer a substitution of a specified or indicated item if it presents complete information concerning the substitution and the benefits thereof to the University by reason of lower cost or improved performance, or both, over the specified or indicated item. However, such submission of a proposed substitution does not relieve the Contractor from its obligations under the Contract. In proposing a substitution, the Contractor warrants that the substitution is, at a minimum, equivalent in performance to the specified or indicated item. A substitution shall not be effective unless accepted in writing by the University.

Any additional costs and changes to the Work (including, but not limited to the Work of other Contractors and additional design costs which may be affected thereby) which may result from the proposed substitution shall be disclosed at the time the substitution is proposed to the University. Changes to the Work and any additional costs therefrom shall be the sole responsibility of the Contractor and shall not increase the Contract Sum.

The Contractor's substitution proposals shall include written descriptions of the items to be substituted (including drawings and/or specifications) and referenced information of the proposed substitution. The Design Professional and University's Representative's signature on this proposal is required for acceptance. Shop Drawings will not be considered a substitution proposal pursuant to this section. Verbal approvals or approved Shop Drawings will not be considered as acceptance of proposed substitutions.

### **5.05 Quality of Materials, Articles and Equipment**

Materials, articles and equipment furnished by the Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents. When the Contract requires that materials, articles or equipment be furnished, but the quality or kind thereof is not specified, the Contractor shall furnish materials, articles or equipment at least equal to the kind or quality or both of materials, articles or equipment which are specified.

### **5.06 Testing Materials, Articles, Equipment and Work**

Materials, articles, equipment or other Work requiring tests are specified in the Contract Documents. Materials, articles and equipment requiring tests shall be delivered to the site in ample time before intended use to allow for testing and shall not be used prior to testing and receipt of written approval. The Contractor shall be solely responsible for notifying the University where and when materials, articles, equipment and Work are ready for testing. Should any such materials, articles, equipment or Work be covered without testing and approval, if required, they shall be uncovered at the Contractor's expense. The University has the right to order the testing of any other materials, articles, equipment or Work at any time during the progress of the Work. Unless otherwise directed, all samples for testing shall be taken by the University from materials, articles or equipment to be used on the project or from Work performed. All tests will be under the supervision of, and at locations convenient to, the University. The University shall select the laboratories for all tests. Decisions regarding the adequacy of materials, articles, equipment or Work shall be issued to the University in writing. The University may decide to take further samples and tests, and if the results show that the Work was not defective, the University shall bear the costs of such samples and tests. In the event the results of such additional samples and tests show that the Work was defective, the Contractor shall bear the cost of such samples and tests. Samples that are of value after testing shall remain the property of the Contractor. All retesting and reinspection costs may be back charged to the Contractor by the University.

### **5.07 Rejection**

Should any portion of the Work or any materials, articles or equipment delivered to the Project fail to comply with the requirements of the Contract Documents, such Work, materials, articles or equipment shall be rejected in writing and the Contractor shall immediately correct the deficiency to the satisfaction of the Design Professional and the University at no additional expense to the University. Any Work, materials, articles or equipment which is rejected shall immediately be removed from the premises at the expense of the Contractor. The University may retain one and one-fourth times the cost of the rejected materials, articles, equipment, and Work from any payments due the Contractor until such time as the deficiency is made acceptable to the Design Professional and University.

### **5.08 Responsibility for Quality**

The testing and inspection provided by the University shall not relieve the Contractor of its responsibility for the quality of materials and workmanship provided by the Contractor, and the Contractor shall make good all defective Work discovered during or after completion of the Project.

## **6.00 CHANGES IN THE WORK**

### **6.01 Change Orders**

#### **6.01.1 Generally**

The University reserves the right to issue written orders whether through a formal Change Order or Preliminary Project Cost and Schedule Impact Report, directing changes in the Contract at any time prior to the acceptance of the Project without voiding the Contract, and Contractor shall promptly comply with such order or direction. The Contractor may request changes in the Work, but shall not act on the changes until approved in writing by the University. Any change made without authority in writing from the University shall be the responsibility of the Contractor.

Any such changes in the Work that have a cost impact shall only be authorized by Change Orders approved by the University. No action, conduct, omission, prior failure or course of dealing by the University shall act to waive, modify, change or alter the requirement that Change Orders must be in writing and signed by the University and Contractor and that such written Change Orders are the exclusive method for changing or altering the Contract Sum or Contract Time. The University and Contractor understand and agree that the Contract Sum and Contract Time cannot be changed by implication, oral agreements, actions, inactions, course of conduct or Preliminary Project Cost and Schedule Impact Report.

On the basis set forth herein, the Contract Sum may be adjusted for any Change Order requiring a different quantity or quality of labor, materials or equipment from that originally required, and the partial payments to the Contractor, set forth in section 8.01, may be adjusted to reflect the change. Whenever the necessity for a change arises, and when so ordered by the University in writing, the Contractor shall take all necessary steps to mitigate the effect of the ultimate change on the other Work in the area of the change. Changed Work shall be performed in accordance with the original Contract requirements except as modified by the Change Order. Except as herein provided, the Contractor shall have no claim for any other compensation including lost productivity or increased overhead expenses due to changes in the Work.

#### **6.01.2 Proposed Change Orders**

The Design Professional, with approval of the University, shall issue to the Contractor a cost request Bulletin for a proposed change order describing the intended change and shall require the Contractor to indicate thereon a proposed amount to be added to or subtracted from the Contract Sum due to the change supported by a detailed estimate of cost. Upon request by the University, the Contractor shall permit inspection of the original Contract estimate, Trade Contract agreements, or purchase orders relating to the change. Any request for adjustment in Contract Time which is directly attributable to the changed Work shall be included with substantiating detailed explanation by the Contractor in its response to the cost request bulletin. Failure by Contractor to request adjustment of Contract Time on the response to the cost request Bulletin shall waive any right to subsequently claim an adjustment of the Contract Time based on the changed Work. The Contractor shall submit the response to the cost request Bulletin with detailed estimates and any time extension request thereon to the Design Professional within ten (10) days after issuance of the cost request Bulletin. Upon its submission, the Design Professional will review it and advise the University who will make the decision regarding the request. The University retains sole discretion to accept, reject, or modify the proposed change. If the Contractor fails to submit the response within the required ten (10) days, and the Contractor has not obtained the Design Professional's and the University's permission for a delay in submission, the University may order the Contractor in writing to begin the Work immediately, and the Contract Sum shall be adjusted in accordance with the University's estimate of cost. In that event, the Contractor, within fifteen days following completion of the changed Work, may present information to the University that the University's estimate was in error; the University, in its sole discretion, may adjust the Contract Sum. The Contractor must keep and submit to the University time and materials records verified by the University to substantiate its costs. The University may require the Contractor to proceed immediately

with the changed Work in accordance with section 6.01.4, "Failure to Agree as to Cost" or section 6.02 "Emergency Changes."

When the University and the Contractor agree on the amount to be added to or deducted from the Contract Sum and the time to be added to or deducted from the Contract Time and a Contract Change Order is signed by the University and the Contractor, the Contractor shall proceed with the changed Work. If agreement is reached as to the adjustment in compensation for the performance of changed Work but agreement is not reached as to the time adjustment for such Work, the Contractor shall proceed with the Work at the agreed price, reserving the right to further pursue its Claim for a time adjustment. Any costs incurred to acquire information relative to a proposed Change Order shall not be borne by the University.

### **6.01.3 Allowable Costs Upon Change Orders**

The identification of and manner in which costs will be allowed because of changed Work shall be computed as described by this section.

#### **6.01.3.1 Labor**

Costs are allowed for the actual payroll cost to the Contractor for direct labor, engineering or technical services directly required for the performance of the changed Work, (but not site management such as field office estimating, clerical, project engineering, management or supervision) including payments, assessments, or benefits required by lawful labor union collective bargaining agreements, compensation insurance payments, contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the federal government required by the Social Security Act of 1935, as amended, unless the time of completion adjustments affect the general condition inclusion of the Contract Sum.

No labor cost will be recognized at a rate that deviates from the prevailing wages in the locality of Wayne County, Michigan as provided by the University at the time the Work is performed, or of wage and benefit rates associated with trade union collective bargaining agreements prevailing at the time of the change, and the the use of a classification which would increase the labor cost may not be permitted unless the Contractor established to the satisfaction of the University the necessity for payment at a higher rate.

#### **6.01.3.2 Materials**

Costs are allowed for the actual cost to the Contractor for the materials directly required for the performance of the changed Work. Such cost of materials may include the costs of transportation, sales tax, and delivery if necessarily incurred. However, overhead costs shall not be included. If a trade discount by the actual supplier is available to the Contractor, it shall be credited to the University. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for such materials.

If, in the opinion of the University, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost from the actual suppliers thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed.

#### **6.01.3.3 Equipment**

Costs are allowed for the actual cost to the Contractor for the use of equipment directly required in the performance of the changed Work except that no payment will be made for time while equipment is inoperative due to breakdowns or for non-working days. The total rental cost shall not exceed seventy-five percent (75%) of the market value of the rented equipment. The rental time shall include the time required to move the equipment to the Project site from the nearest available source for rental of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation

costs will be paid. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project in any other way than upon the changed Work. Individual pieces of equipment having a replacement value of \$500.00 or less shall be considered to be tools or small equipment, and no payment therefor will be made.

For equipment owned or furnished by the Contractor, no cost therefor shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the Work is performed. Blue Book rates shall not be used for any purpose.

The amount to be paid to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators who shall be paid for as provided in Article 6.01.3.1) and any and all costs to the Contractor incidental to the use of such equipment.

#### **6.01.3.4 Change Order Mark-up Allowance**

For Change Order scope whose cost is derived according to the Cost of Work plus a Fee as defined in 6.01.3.1 through 6.01.3.3, the mark-up allowance shall be as defined in the Contract. Lump-sum conditions shall include the mark-up allowance. When agreement as to cost cannot be reached, the Contractor shall execute the Work according to time and materials with the Contractor and University acknowledging such costs by signature on a daily basis, and as set forth below.

#### **6.01.3.5 Credit for Deleted Work**

For proposed change orders which involve both added and deleted Work, the Contractor shall separately estimate the cost of the added Work before mark-ups, and separately estimate the cost of the deleted Work before allowance of a credit. If the difference between the costs results in an increase to the Contract Sum, the mark-up for added Work shall be applied to the difference, and if the difference in the costs results in a decrease, then the mark-up for deleted Work shall be applied to the difference.

#### **6.01.3.6 Market Values**

Cost for added Work shall be no more than market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the University that it investigated all possible means of obtaining Work at prevailing market values and that the excess cost could not be avoided.

When a change order deletes Work from the Contract, the computation of the cost thereof shall be the values which prevailed at the time bids for the Work were opened or the Contract Sum established.

#### **6.01.4 Failure to Agree as to Cost**

##### **6.01.4.1 For Added Work**

Notwithstanding the failure of the University and the Contractor to agree as to the cost of the proposed Change Order, the Contractor, upon written order from the University, shall proceed immediately with the changed Work. A Preliminary Project Cost and Schedule Impact Report or letter signed by the University shall be used for this written order. At the start of each day's Work on the change, the Contractor shall notify the University in writing as to the size of the labor force to be used for the changed Work and its location. Failure to so notify may result in the non-acceptance of the costs for that day. At the completion of each day's Work, the Contractor shall furnish to the University a detailed summary of all labor, materials, and equipment employed in the changed Work. The University will compare his/her records with Contractor's daily summary and may make any necessary adjustments to the summary. After the University and the Contractor agree upon and sign the daily summary, the summary shall become the basis for determining costs for the

additional Work. The sum of these costs when added to an appropriate mark-up will constitute the payment for the changed Work. Subsequent adjustments, however, may be made based on later audits by the University. When changed Work is performed at locations away from the job site, the Contractor shall furnish in lieu of the daily summary, a summary submitted at the completion of the Work containing a detailed statement of labor, material, and equipment used in the Work. This latter summary shall be signed by the Contractor who shall certify thereon that the information is true.

The Contractor shall maintain and furnish on demand of the University itemized statements of cost from all vendors and subcontractors who perform changed Work or furnish materials and equipment for such Work. All statements must be signed by the vendors and the subcontractors.

#### **6.01.4.2 For Deleted Work**

When a proposed Change Order contains a deletion of any Work, and the University and the Contractor are unable to agree upon the cost thereof, the University's estimate shall be deducted from the Contract Sum and may be withheld from any payment due the Contractor until the Contractor presents adequate substantial information to the University that the University's estimate was in error. The amount to be deducted shall be the actual costs to the Contractor for labor, materials, and equipment which would have been used on the deleted Work together with an amount for mark-up as defined in the Contract Documents.

#### **6.01.5 Allowable Time Extensions**

For any change in the Work, the Contractor shall only be entitled to such adjustments in Contract Time due solely to performance of the changed Work. The procedure for obtaining an extension of time is set forth in Section 4.08 of these General Conditions. No extension of time shall be granted for a change in the Work unless the Contractor demonstrates to the satisfaction of the University that the Work is on the critical path and submits an updated Critical Path Method schedule showing that an extension of time is required and that the Contractor is making, or has made, every reasonable effort to guarantee completion of the additional Work called for by the change within the time originally allotted for the Contract. Failure by the Contractor to make the required submission or showing constitutes a waiver of any possible adjustment in Contract Time.

Any adjustment in Contract time shall specify the exact impact on the date of Substantial Completion and Final Completion.

#### **6.02 Emergency Changes**

Changes in the Work made necessary due to unforeseen site conditions, discovery of errors in plans or specifications requiring immediate clarification in order to avoid a serious Work stoppage, changes of a kind where the extent cannot be determined until completed, or under any circumstances whatsoever when deemed necessary by the University are kinds of emergency changes which may be authorized by the University in writing to the Contractor. The Contractor shall commence performance of the emergency change immediately upon receipt of Preliminary Project Cost and Schedule Impact Report issued by the University.

If agreement is reached as to compensation adjustment for the purpose of any emergency change, then compensation will be as provided in this section relating to ordinary changes. If agreement is not reached as to compensation at the time of commencing the emergency change, then compensation will be as provided in section 6.01.4, that is, time and materials records and summaries shall be witnessed and maintained until either a lump sum payment is agreed upon, or the changed Work is completed.

#### **6.03 Preliminary Project Cost and Schedule Impact Report**

The Contractor shall perform Work as directed by the University through a Preliminary Project Cost and Schedule Impact Report. The cost of the changed Work is to be determined as stated in the Preliminary Project Cost and Schedule Impact Report or pursuant to section 6.01.4.

## **7.00 CLAIMS AND DISPUTES**

### **7.01 Policy of Cooperation**

The parties shall endeavor to resolve all of their claims and disputes amicably and informally through open communication and discussion of all issues relating to the Project. To the greatest extent possible, the parties shall avoid invoking the formal dispute resolution procedures contained in the Contract Documents.

### **7.02 Recommendation of Design Professional**

Claims, including those alleging an error or omission by the Design Professional, must be referred initially to the Design Professional for action as provided in paragraph 7.09 as an express condition precedent to proceeding further in resolving any claim.

### **7.03 Time Limits on Claims**

Claims must be made within 5 days after occurrence of the event giving rise to such Claim or within 5 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been resolved by Change Order will not be valid.

### **7.04 Continuing Contract Performance**

Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the University shall continue to make payments in accordance with the Contract Documents subject to the University's rights relative to payments, withholding of payments, termination, or all other rights afforded it in the Contract Documents.

### **7.05 Claims for Concealed or Unknown Conditions**

If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions. The Design Professional will promptly investigate such conditions and, if the conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Design Professional will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Design Professional determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Design Professional shall so notify the University and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 10 days after the Design Professional has issued such determination. If the University and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Design Professional for initial determination, subject to further proceedings pursuant to Paragraph 7.09.

### **7.06 Claims for Additional Cost**

Any Claim by the Contractor for an increase in the Contract Sum shall be submitted in writing as required by the Contract Documents before proceeding to execute the Work. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Design Professional, (2) an order by the University to stop the Work where the Contractor was not at fault, (3) a



written order for a minor change in the Work issued by the Design Professional, (4) failure of payment by the University, (5) termination of the Contract by the University, (6) University's suspension or (7) changes in the scope of Work, the Contractor's claim shall be filed in strict accordance with the procedure established herein.

#### **7.07 Claims for Additional Time**

Any Claim by Contractor for an increase in the Contract Time shall be submitted in writing as required by the Contract Documents. The Contractor's Claim shall include an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

#### **7.08 Injury or Damage to Person or Property**

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 5 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in the Contract Documents.

#### **7.09 Resolution of Claims and Disputes**

##### **7.09.1 Review by Design Professional**

Design Professional will review all Claims and take one or more of the following preliminary actions within 10 days of receipt of a Claim: (1) request additional supporting data from the Claimant, (2) submit a schedule to the parties indicating when the Design Professional expects take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Design Professional may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

If a Claim has been resolved, the Design Professional will prepare or obtain appropriate documentation. If a Claim has not been resolved, the party making the Claim shall, within 10 days after the Design Professional's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Design Professional, (2) modify the initial Claim or (3) notify the Design Professional that the initial Claim stands.

If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Design Professional, the Design Professional will notify the parties in writing that the Design Professional's opinion will be rendered within 5 days. Upon expiration of such time period, the Design Professional will render to the parties the Design Professional's determination relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Design Professional may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. The determination by the Design Professional shall be subject to the review and approval of the Associate Vice President of Facilities Planning and Management at Wayne State University.

##### **7.09.2 Review by Associate Vice President of Facilities Planning and Management**

The determination by the Design Professional shall be subject to the review and approval of the Associate Vice President of Facilities Planning and Management at Wayne State University who may request additional information from the Claimant for review and consideration. The Associate Vice President of Facilities Planning and Management may issue a schedule for further discussions, review or decision. Upon decision by the Associate Vice President of Facilities Planning and Management, if the Claimant seeks further review, the matter shall be submitted to the Vice-President of Finance and Business Operations.

#### **7.09.3 Review Vice-President of Finance and Business Operations**

If the determination by the Design Professional and the decision of the Associate Vice President does not resolve the Claim, the Claimant may appeal to the Vice President of Finance and Business Operations who shall review such determination and the supporting information submitted by the parties for the purpose of upholding, modifying, or rejecting the determination. The Vice President of Finance and Business Operations shall render a decision within forty-five days of the completion of any submissions by the parties. The decision of the Vice President of Finance and Business Operations is final unless it is challenged by either party by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision.

#### **7.09.4 Jurisdiction**

Sole and exclusive 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 the 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.

#### **7.09.5 Condition Precedent**

The process and procedures described in Article 7.09 are an express condition precedent to the Contractor filing or pursuing any legal remedy, including litigation. Pursuing litigation by the Contractor prior to exhaustion of the procedures set forth herein shall be premature and a material breach of this Agreement.

## **8.00 PAYMENT AND COMPLETION**

### **8.01 Progress Payments**

To assist in computing partial payments, the Contractor shall submit to the Design Professional and University a detailed "Schedule of Values" for review and approval by the University. The cost breakdowns shall be in sufficient detail for use in estimating the Work to be completed each month and shall be submitted within 10 days after the date of commencement of Work given in the Notice to Proceed.

Once each month during the progress of the Work, the Contractor shall submit to the Design Professional a partial payment request for review and approval. The partial payment request shall be based on the cost of the Work completed plus the acceptable materials delivered to or stored on the site under the control of the Contractor and not yet installed. The Design Professional and University shall review and certify by signature as to the validity of the request, and approving payment. Partial payments shall not be construed as acceptance of any Work which is not in accordance with the requirements of the Contract. Once the partial payment request has been certified by the Design Professional, it shall be submitted to the University for approval and processing.

The Contractor warrants that title to the Work, materials and equipment covered by an Application for Payment shall pass to the University upon the earlier of either incorporation in construction or receipt of payment by Contractor; that Work, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by Contractor or by any other person performing Work at the Project or furnishing materials or equipment for the Project subject to an agreement under which an interest or encumbrance is retained by the seller or otherwise imposed on the Contractor or buyer.

All Applications for Payment shall be accompanied by sworn statements and waivers executed by Contractor, Subcontractors and suppliers whose work is included in the Application for Payment, as well as other documentation that may be required by the University, stating that all have been paid in full for Work performed through the last or most recent progress payment. The Contractor and each subcontractor shall also provide properly completed certified payroll form WH-347 to the University's with each application for payment request.

### **8.02 Format of Application for Payment**

In addition to a schedule of values or detailed outline for the Cost of Work that is acceptable to the Contractor and University, other specific requirements for Application for Payment format and calculations include.

- Applications for Payment shall first present the itemized Cost of Work.
  - For any portion of the Work being performed according to unit pricing or time and materials pricing, invoicing and Applications for Payment must be accompanied by acceptable supporting documentation to evidence accurate quantities of actual labor, materials and equipment. Any allowed mark-ups to the actual cost of Work performed will be added to these costs separately and not included in the actual cost.
  - Change Orders executed between the Contractor and University shall be reported as separate line items within the Application for Payment and directly under applicable Subcontractor Cost of Work items. Change Orders affecting multiple Subcontractors' Cost of Work items shall be similarly numbered to permit ease of tracking. These requirements shall run through Subcontractor Applications for Payment to the Contractor to permit ease of tracking. Change Orders within a Subcontractor Application for Payment shall be appropriately labeled as being initiated by the Contractor or University to permit ease of tracking.

- The Contractor's General Conditions, Overhead and Profit shall next be calculated as the balance of the Application for Payment.

### **8.03 Substantial Completion, Incomplete Construction List and Punchlist**

When the Contractor considers that the Work, or a portion thereof which the University agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Design Professional a comprehensive Incomplete Construction List of items to be completed or corrected, in a form agreed by the University and the Design Professional. The Contractor shall proceed promptly to complete and correct items on the Incomplete Construction List. Failure to include an item on such Incomplete Construction List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's Incomplete Construction List, the Design Professional, with the University's Representative, will make an observation to determine whether the Work or designated portion thereof is substantially complete and will identify observable items inconsistent with the Contract Documents to be included in the Punchlist. If the Design Professional's or University Representative's observation discloses any item, whether or not included on the Contractor's Incomplete Construction List, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item, upon notification by the Design Professional.

The Contractor shall then submit a request for another observation by the Design Professional to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Design Professional will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the University and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time, generally 45 days, within which the Contractor shall finish all remaining Incomplete Construction List and Punchlist items accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the University and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

#### **8.03.1 Partial Completion**

From time to time, as portions of the Work are completed by the Contractor, the University shall have the right, upon giving the Contractor prior written notice, to accept any portion of the Work that the University desires to use and occupy. Such partial acceptance shall be made in writing and thereafter the Contractor shall have no further obligation with respect to the Work accepted, except to correct the Work subsequently found to have been improperly done, to replace defective materials or equipment, or as defined by Substantial Completion, Incomplete Construction List and Punchlist requirements.

### **8.04 Completion and Final Payment**

Upon the Final Completion of the Work by the Contractor, the acceptance of the Work by the University, and the release of all claims against the University and the Work by the Contractor and its subcontractors and suppliers (which releases shall be evidenced by final waivers and releases or other documents acceptable to the University), the Contractor shall file a request for Final Payment.

#### **8.04.1 Final Application for Payment**

Upon the receipt of the Contractor's Final Application for Payment, including any and all waivers required by the University and the Contractor's provision of all Close-out Documents, and training requirements, the University shall promptly make a final inspection, and if the University finds the Work acceptable and complete in strict accordance with the Contract Documents, the University shall issue Final Payment. Final Payment shall be made upon Completion of the Work and shall indicate the University's Final Acceptance of the Work

and its acknowledgment that the Work (excluding any further warranty and guaranty obligations) has been completed and is accepted under the terms and conditions of the Contract Documents. If prior to the making of Final Payment the University finds deficiencies in the Work, the University shall promptly notify the Contractor thereof in writing, describing such deficiencies in detail. After the Contractor has remedied any deficiencies noted by the University, the Contractor shall request a final inspection and the University shall make such inspection and follow the procedure set forth in this Paragraph.

#### **8.04.2 Final Payment by the University**

The making of Final Payment shall constitute a waiver of all claims by the University except those arising from: (1) unsettled liens; (2) faulty or defective work appearing after completion; (3) failure of the work to comply with the requirements of the Contract Documents; (4) terms of any special or extended warranties required by the Contract Documents; or (5) the obligations of the Contractor under the indemnification provisions of Paragraph 4.06 hereof.

The acceptance of Final Payment shall constitute a waiver of all claims by the Contractor.

#### **8.05 Guarantee**

The Contractor unconditionally guarantees the Work under this Contract to be in conformance with the Contract Documents and to be and remain free of defects in workmanship and materials not inherent in the quality required or permitted for a period required by the contract documents beginning from the date of Substantial Completion. The Subcontractors unconditionally guaranty the Work under the subcontracts to be in conformance with the Contract Documents and to be and remain free of defects in workmanship and materials for the same period from the date of Substantial Completion, unless a longer guarantee period is stipulated in the Contract Documents. By this guarantee the Contractor and Subcontractors agree, within their respective guarantee periods, to repair or replace any Work, together with any adjacent Work which may be displaced in so doing which is not in accordance with the requirements of the Contract or which is defective in its workmanship or material, all without any expense whatsoever to the University. The Contractor shall be responsible for the coordination of all such guarantee work performance or repairs.

Special guarantees that are required by the Contract Documents shall be signed by the Contractor or Subcontractor who performs the work.

Within their respective guaranty periods, the Contractor and Subcontractors further agree that within five calendar days after being notified in writing by the University of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, it shall commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee and to complete the Work in accordance with the requirements of the Contract with sufficient manpower and material to complete the repairs as expeditiously as possible. The Contractor, in the event of failure to so comply, does hereby authorize the University to proceed to have the Work done at the Contractor's expense, and it agrees to pay the cost thereof upon demand. The University shall be entitled to reimbursement of all costs necessarily incurred upon the Contractor's or Subcontractor's refusal to pay the above cost.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to health, safety or damage of the University's employees, property, or licenses, the University may undertake at the Contractor's or Subcontractor's respective expense, without prior notice, all Work necessary to correct such hazardous conditions caused by the Work of the Contractor not being in accordance with the requirements of this Contract.

The Contractor and Subcontractor shall require a similar guarantee in all subcontracts, including the requirement that the University be reimbursed for any damage or loss to the Work or to other Work resulting from such defects.

## **9.00 TERMINATION**

### **9.01 Termination by the University for Cause**

#### **9.01.1**

The University may terminate the Contract if the Contractor: (a) becomes insolvent; (b) files or has filed against it any Petition in Bankruptcy or makes a general assignment for the benefit of its creditors; (c) fails to pay, when due, for materials, supplies, labor, or other items purchased or used in connection with the Work; (d) refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion of the Work in accordance with the Master Project Schedule; (e) in the University's opinion, fails, refuses or neglects to supply sufficient labor, material or supervision in the prosecution of the Work; (f) interferes with or disrupts, or threatens to interfere with or disrupt the operations of the University, or any other Contractor, supplier, subcontractor, or other person working on the Project, whether by reason of any labor dispute, picketing, boycotting or by any other reason; or (g) commits any other breach of the Contract Documents.

When any of the above reasons exist, the University may, without prejudice to any other rights or remedies of the University and after giving the Contractor and the Contractor's surety, if any, three days written notice and a reasonable opportunity to cure, terminate employment of the Contractor and may, subject to any prior rights of the surety: (1) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; (2) accept assignment of subcontracts; and (3) finish the Work by whatever reasonable method the University may deem expedient.

#### **9.01.2**

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, the remaining balance shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the University. The amount to be paid to the Contractor or University, as the case may be, shall be certified by the Design Professional, upon application, and this obligation for payment shall survive termination of the Contract. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination. However, the University shall be entitled to retain whatever amount is remaining unpaid to the Contractor in order to correct the cause for termination; such action is in addition to any other right or remedy which the University may have.

### **9.02 Suspension by the University for Convenience**

#### **9.02.1**

The University may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the University may determine.

#### **9.02.2**

An adjustment shall be made for increases in the Contract Sum and/or Time of Completion of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent: (1) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or (2) that an equitable

adjustment is made or denied under another provision of this Contract. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination.

Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

### **9.03 Termination By The University For Convenience**

#### **9.03.1**

The University, with or without cause, may terminate all or any portion of the services by the Contractor under this Agreement, upon giving the Contractor 30 days written notice of such termination. In the event of termination, the Contractor shall deliver to the University all reports, estimates, schedules, subcontracts, Contract assignments, purchase order assignments, and other documents and data prepared by it, or for it, pursuant to this Agreement.

#### **9.03.2**

Unless the termination is for cause, the Contractor shall be entitled to receive only the payments provided for in Article 8, pro-rated to the date of termination (including payment for the period of the 30 day notice) plus reimbursement for approved and actual costs and expenses incurred by the Contractor to the date of termination. Prior to payment, the Contractor shall furnish the University with a release of all claims against the University. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination.

### **9.04 Termination By The Contractor**

#### **9.04.1**

The Contractor may terminate the Contract if the Work is stopped for a period of 60 days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor, for any of the following reasons: (1) issuance of an order of a court or other public authority having jurisdiction; (2) an act of government, such as a declaration of national emergency, making material unavailable; (3) because the Design Professional has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification, or because the University has not made payment on a Certificate for Payment within forty-five (45) days of the time stated in the Contract Documents; (4) if repeated suspensions, delays or interruptions by the University constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

If one of the above reasons exists, the Contractor may, upon fourteen (14) additional days' written notice to the University and Design Professional, terminate the Contract and recover from the University payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit.

#### **9.04.2**

If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor due to University actions or inaction, the Contractor may, upon fourteen additional days' written notice to the University and the Design Professional, terminate the Contract and recover from the University as provided in Subparagraph 9.03.2

## **10.00 MISCELLANEOUS**

### **10.01**

These Contract Documents supersede all previous agreements between the University and the Contractor concerning this Work.

### **10.02**

No action or failure to act by the University shall constitute a waiver of a right afforded it under these General Conditions, nor shall such action or failure to act constitute approval or acquiescence of a breach of these General Conditions, except as may be specifically agreed in writing.

### **10.03**

The invalidity or unenforceability of any provision of these General Conditions shall not affect the validity or enforceability of any other provision.

**-End of General Conditions for Construction-**



**-End of General Conditions for Construction-**

SUPPLEMENTARY GENERAL CONDITIONS  
OF  
CONSTRUCTION

Facilities Planning & Management - Design & Construction Services  
Wayne State University

**Complete Documents can be downloaded at**  
[http://www.forms.procurement.wayne.edu/RFPs/Supplementary\\_General\\_Conditions\\_General\\_Contractor\\_1-3-2017.docx](http://www.forms.procurement.wayne.edu/RFPs/Supplementary_General_Conditions_General_Contractor_1-3-2017.docx)

## **SUPPLEMENTARY GENERAL CONDITIONS OF CONSTRUCTION (REVISED 7-2018)**

Where any article of the General Conditions of the Contract for Construction is supplemented in these Supplementary General Conditions, the original article shall remain in full force and effect and all supplementary provisions shall be considered as added thereto. Where any such article is modified, superseded or deleted here, provisions of such article not so specifically modified, superseded or deleted shall remain in full force and effect.

### **4.00 RESPONSIBILITIES OF THE PARTIES**

Add the following to 4.02.3

#### **.1 Temporary Facilities**

.a The Contractor shall be responsible for arranging and providing general services and temporary facilities as specified herein and as required for the Design Professional, the University, all Subcontractors, Separate Contractors and Contractor's staff for the proper and expeditious prosecution of the Work, including, but not limited to, temporary offices and toilets; temporary storage; temporary electrical lighting and power; temporary voice and data communications, temporary water; temporary enclosures; temporary heating and ventilation; temporary openings; material hoists; temporary ladders, ramps and runways; temporary fire protection, protective coverings; temporary fire protection, protective coverings; and construction sign(s). The Contractor shall, at its own expense but included within the Cost of the Work, make all temporary connections to utilities and services in locations acceptable to the University, Design Professional and local authorities having jurisdiction thereof; furnish all necessary labor and materials, and make all installations in a manner subject to the acceptance of such authorities and the Design Professional; maintain such connections; remove the temporary installation and connections when no longer required; and restore the services and sources of supply to proper operating conditions.

.b The Contractor shall make all arrangements with the University and/or the local electrical utility company for temporary electrical service to the Site, shall provide all equipment necessary for temporary power and lighting, and shall pay all charges for this equipment and installation thereof. The electrical service shall be of adequate capacity for all construction tools and equipment without overloading the temporary facilities and shall be made available to all trades. The Contractor shall furnish, install and maintain a temporary lighting system to satisfy minimum requirements of safety and security.

.c Temporary weathertight enclosures and temporary heating shall be provided by the Contractor as required pursuant to the Construction Schedule or Master Project Schedule to complete the Work on or before the Completion Date, to make the building weathertight and suitable working conditions for the construction operations of all trades. Under no circumstances shall the temperature be allowed to reach a level which will cause damage to any portion of the Work which may be subject to damage by low temperatures. Unless otherwise indicated in the Construction Documents, the Contractor shall pay for all fuel, maintenance and attendance required in connection with the portable unit heaters without additional cost or expense to University. Any surface, interior or exterior, damaged by the use of these space heaters shall be replaced by new materials or be refinished to the satisfaction of the Design Professional and University without additional cost to the University.

.d All temporary equipment and conduits for same shall be in accordance with the applicable provisions of the governing codes. All temporary wiring and power conduits shall be maintained in a safe manner and utilized so as not to constitute a hazard to persons or property. All temporary equipment, wiring and conduits shall be completely removed after they are no longer necessary and prior to completion. At the conclusion of use or at the conclusion of the project, any materials or products purchased for the temporary facilities and temporary utilities and paid for, either

directly or indirectly, by the University shall become the property of the University and shall, at the option of the University, be delivered to the University's designated location.

.e Where temporary facilities and associated utilities, and for utilities used in performance of this Agreement can be reasonably provided from existing University services, the University shall bear the cost of such utility consumption. However, for conditions that require the Contractor to use electrical generators or equipment fueled by an independent fuel source, the Contractor shall bear all such costs.

Add the following to 4.02.12

#### **.1 Safety and Protection**

.a Contractor shall provide fences, pedestrian walks, barriers, etc. to ensure safety of the general public and Contractor's personnel or as directed by University.

.b Contractor will provide perimeter protection at wall and floor openings, elevator shafts, stairwells, and floor perimeters in accordance with MIOSHA requirements.

.c Combustible rubbish shall be removed daily and shall not be disposed of by burning on site. The entire premises and area adjoining and around the operation shall be kept in a safe and sanitary condition and free of accumulation of trash, rubbish, nuts, bolts, small tools, and other equipment not in use. Contractor is responsible to provide trash containers and fund the removal/disposal of construction debris and general trash.

.d Contractor will regularly ensure that 1) excess material/trash are removed from work sites; 2) passageways (e.g., sidewalks, hallways) are cleared of obstructions; 3) equipment is shut down and secured; and 4) lighted barricades are erected where necessary.

.e All existing means of egress, including stairways, egress doors, panic hardware, aisles, corridors, passageways, and similar means of egress shall, at all times, be maintained in a safe condition and shall be available for immediate use and free of all obstructions.

.f The space under the temporary trailer shall not be used for the storage or placement therein of flammable gases, liquids, or gas and liquid fuel powered equipment. This area shall be kept free of accumulations of any rubbish or trash.

.g In temporary trailers, all exit doors shall be open for egress whenever the unit is occupied. Draw bolts, hooks and other similar locking devices shall be prohibited on all egress doors.

.h On site storage of combustible or flammable liquids shall be limited to one day supply. Indoor storage of propane containers is prohibited.

.i Prior to working in confined spaces on campus, the Contractor must have its written Confined Spaces Program and Permit System reviewed by the University and the documents must meet minimum acceptable standards under the current MIOSHA regulation(s). The Contractor must provide its own atmospheric testing, personal protection, ventilating and rescue equipment as required. The Contractor should seek information from University on any known hazards of the confined spaces to be entered. All manholes and utility tunnels are considered confined spaces.

.j Compressed gas cylinders belonging to Contractor must be properly segregated and secured (with chains or similarly reliable restraining devices) to wall or floor mounted support systems, cylinder storage racks etc., when not in transit. Protective caps must be in place during transit or when not in use.

.k Contractor must follow all of OSHA's lockout/tagout requirements of 29 CFR 1910.147, provide its own lockout/tagout supplies, and be able to demonstrate that its employees have received formal instruction in "lock-tag-try" procedures. Copies of Contractor's written Lockout/Tagout Program shall be made available to the University upon request.

.l Contractor may not use any University sinks, drains or catch basins for the washing of any equipment, tools or supplies, or the disposal of any liquids, (excluding consumable products and hand-soap/water) without the express permission of University. This restriction applies to all sinks (including water fountains) in laboratories, offices and maintenance areas. Additionally, no polluting or hazardous liquids (such as motor oils, cleaners, solvents, paints, diesel fuels, antifreeze, etc.) may be drained onto roads, parking lots, ditches, wetlands, dirt piles or other soil, or into storm or sanitary sewers.

.m Contractor transporting hazardous materials (e.g. reclaimed materials, chemicals, fuels, oils, concrete) to and from campus must follow all applicable Department of Transportation [State or Federal] regulations. This includes proper shipping papers, placarding, material segregation and weight limits.

.n Contractor is also responsible for the proper collection, labeling, transporting, manifesting and disposal of polluting or hazardous wastes such as solvents, paints, oil or antifreeze (and rags contaminated with any of these materials) which are the result of Contractor's activities, as required by State and Federal laws and regulations. Copies of all manifests should remain available for University review upon request. Under no circumstances may hazardous wastes be disposed of in University-owned dumpsters, waste containers, drains or sewers, or drained onto roads, parking lots, ditches, wetlands, dirt piles or other soil.

.o Neither the University nor the Design Professional is responsible for conducting safety inspections or observations, but may make recommendations concerning safety to the Contractor.

.p Fire Protection

(1) All reasonable precautions shall be taken against fire throughout all the Contractor's and Trade Contractors' operations. Flammable material shall be kept at an absolute minimum. Any such materials shall be properly handled and stored.

(2) Construction practices, including cutting, welding and grinding, and protection during construction shall be in accordance with the applicable published standards. During such operations the Contractor shall provide a fire watch person. The University requires a "Hot Work" permit for such activities. The Contractor shall provide a sufficient number of approved portable fire extinguishers, distributed about the Project and in cold weather, non-freeze type portable fire extinguishers shall be used.

(3) Gasoline and other flammable liquids shall be stored in and dispensed from Underwriter's Laboratories listed safety containers in conformance with the National Board of Fire Underwriters recommendations and applicable State laws. Storage, however, shall not be within or immediately adjacent to the building. Storage shall be in a lockable, non-combustible, suitably rated cabinet or structure no less than 25 feet distant from any University building.

(4) The Contractor shall schedule the Work so that the permanent standpipe system shall be installed and made operable at the earliest possible date.

4) All tarpaulins that may be used for any purpose during construction of the Work shall be made of material which is water and weather resistant and fire retardant treated. All tarpaulins shall be Underwriters' Laboratories labeled with flame spread rating of fifteen (15) or less and shall be approved by the University's Representative prior to use.

Add the following to 4.02.13

Hazard Communication: University requires the Contractor to be in full compliance with all applicable Federal and State of Michigan regulations regarding Material Safety Data Sheets ("MSDS"). Upon request, copies of these MSDS must also be provided to the University no less than two weeks prior to the onset of activities. Failure to submit MSDS may result in suspension of Work activities until the MSDS are obtained. If Contractor is to work with hazardous products, it shall notify and update the Project Manager of a) proposed work schedules, b) what to expect in terms of noises/odors, and c) how to access MSDS. The Contractor must also be able to demonstrate that its employees have received "Haz Com" (i.e. Michigan Right-to-Know), and thereby possess a broad understanding of MSDS language. Contractor-owned chemical containers must be labeled with the product name and hazards.

Hazardous Materials: In addition to complying with the Michigan Right-to-Know Law, the Contractor must use and store hazardous materials in accordance with all local, state and federal regulations. Special attention must be paid to the segregation of incompatible materials and the handling/storage of flammable and/or volatile materials. At the end of each work day, hazardous materials must be properly secured, stored in MIOSHA approved containers, and placed in locations authorized by the University or removed from University's property.

Add the following to 4.02.21

**.1 Excavation Policy**

**The policy prescribed herein shall be adhered to for all earth excavation, manual or power, on the University campus that penetrates the surface of the soil by a depth of 6 inches or greater.**

**.a Non-emergency Situation**

- (1) In non-emergency situations (i.e., scheduled maintenance or construction) the Contractor shall contact the University a minimum of seven days in advance of the scheduled excavation.
- (2) The Contractor shall contact Miss Dig, as defined by Public Act 174 of 2013, being MCL 460.721 – MCL 460.733, at least three full business days prior to the scheduled excavation, to ascertain and stake the actual location for all utilities within 50 feet of the limits of the proposed excavation. Actual staking shall be performed not more than three (3) days prior to the excavation.
- (3) Excavation shall commence only with the approval of the University Representative after a complete examination of the site utility drawings and a field observation of the staked site.

**.b Emergency Situation**

1. In an emergency situation (i.e., loss of services on campus or to a building), the Contractor shall immediately contact the University Representative, examine the site utility drawings to determine the potential interferences, and contact Miss Dig and private stakers, if appropriate, to ascertain and stake the actual location of all utilities within 50 feet of the limits of the proposed excavation. The Contractor shall also immediately contact the local natural gas supplier in addition to Miss Dig, upon a natural gas line failure.
2. Contact the University's Police Department at the emergency number: (313) 577-2222.
3. Excavation shall recommence only with the approval of the University's Representative who will grant approval only after a complete examination of the site utility drawings and a field observation of the staked site and clearance from the utility and University Police Department.

**.c Pumping and Draining**

The Contractor shall provide and maintain a temporary drainage system and pumping equipment as required to keep all excavation areas within the Site free from water from any source. As the Work progresses, all water shall be removed from basement areas, tunnels, pits, trenches and similar areas as required for proper performance of the Work and to prevent damage to any part of the construction utility. Permanent sump pumps shall not be used for this purpose; however, the Contractor may install temporary pumps in the sump pits until the permanent pumps are installed, providing that it cleans sump pits and drain lines satisfactorily after temporary use. The Contractor shall provide and maintain all pumping and draining equipment as required for the installation of all underground piping and utility conduit systems. Pumping and draining shall be performed in a manner to avoid endangering concrete footings or any adjacent construction or property. Such methods shall be subject to the review of the Design Professional.

.d Post-Excavation

- (1) Provide appropriate pipe protection (wraps, and/or cathodic protection) as originally installed.
- (2) Provide backfill material and compaction in 12-inch lifts to a minimum 95% Maximum Dry Density or higher as required by the Specifications.
- (3) Backfill material shall be as specified; or engineered fill free of all deleterious materials and rubbish of any type. Reuse of excavated material, unless otherwise specifically noted on the drawings, is unacceptable.
- (4) Provide plastic tape trace 24" (12" for shallow trenches) above all utilities indicating utility type by Miss Dig color code and name defined as follows:

<u>Utility</u>	<u>Color</u>	<u>Lettering</u>
Electric	Red	Elect
Oil/Natural Gas	Yellow	Gas
Telephone & Fiber Optic	Orange	Tele
Cable TV	Brown	TV
Water	Blue	Water
Steam	Yellow	Steam
Sewer	Green	Sewer

- (5) Return grade to pre-excavation condition.

Add the following to 4.05.1

The insurance furnished by the Contractor under this Article 4.05.1 shall provide coverage not less than the following:

**.1 Workers' Compensation with Employers' Liability & Alternate Employers Endorsement:**  
**(a) Statutory Limits & Employer's Liability \$1,000,000**

- .2 Commercial General Liability
  - (a) \$1,000,000 per occurrence and \$2,000,000 aggregate
  - (b) University added as additionally insured on
- .3 Contractors' Pollution Liability:
  - (a) \$1,000,000 per claim
- .4 Professional Liability:
  - (a) \$2,000,000 per claim and \$4,000,000 aggregate
- .5 Auto Liability with Pollution & Legal Liability

- (a) \$1,000,000
- (b) University added as additionally insured on

- .6 Excess Liability (Umbrella):
  - (a) \$2,000,000

- .7 Builder's Risk Insurance in the amount equal to the Contract Sum.

Any deductible or self-insured reserve shall not be refunded to the Contractor from project contingency or other project funds.

Add the following to 4.12

**Elevator shafts, electrical closets, pipe and duct shafts, chases, furred spaces and similar spaces which are generally unfinished, shall be cleaned by the Contractor and left free from rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt and dust before preliminary inspection of the Work.**

**All areas of the Project in which painting and finishing work is to be performed shall be cleaned throughout just prior to the start of this work, and these areas shall be maintained in satisfactory condition for painting and finishing. This cleaning shall include the removal of trash and rubbish from these areas; broom cleaning of floors; the removal of any plaster, mortar, dust and other extraneous materials from all finished surfaces, including but not limited to, all exposed structural steel, miscellaneous metal, woodwork, plaster, masonry, concrete, mechanical and electrical equipment, piping, duct work, conduit, and also all surfaces visible after all permanent fixtures, induction unit covers, convector covers, covers for finned tube radiation, grilles, registers, and other such fixtures or devices are in place.**

**In addition to all cleaning specified above and the more specific cleaning which may be required, the Project shall be prepared for occupancy by a thorough final cleaning throughout including washing or cleaning of all surfaces on which dirt or dust has collected. Glass and curtain wall shall be washed and cleaned on both sides by a window cleaning subcontractor specializing in such work. Contractor shall, at University's request, delay such washing of exterior surfaces to such time as requested by University. Recleaning will not be required after the Work has been inspected and accepted unless later operations of the Contractor, in the opinion of the University, make re-cleaning of certain portions necessary.**

## **5.00 INTERPRETATION OF AND ADHERENCE TO CONTRACT REQUIREMENTS**

Add the following to 5.04.1

### **.1 Contractor Requirements**

- .a Signature: Each item submitted shall be thoroughly reviewed by the Contractor and have a stamp or note describing the Contractor's action, signed by the person authorized by the Contractor to do the checking with that person's name clearly printed.
- .b Contractor Responsibility: Contractor shall review each submittal for completeness, conformance to the Contract Documents and coordination with other parts of the Work and the Construction Schedule. By providing and submitting to the Design Professional shop drawings, product data, warranties and samples, the Contractor is representing that he or his Subcontractor, has determined and verified (a) the availability of all materials, and (b) field measurements and field construction criteria related thereto, and (c) that he has checked and coordinated the information contained within such submittals with the requirements of the Work, the Contract Documents and



the Construction Schedule and that such shop drawings, samples, warranties and data conform to the Contract Documents.

- .c Limited Acceptance by University and Design Professional: Acceptance is for general design only. Quantities, size, field dimensions and locations are some of the required characteristics which are not part of the acceptance and will not be checked. Accordingly, the limited acceptance shall in no way relieve the Contractor from his obligation to conform his work to required characteristics and to the requirements of the Contract Documents.
- .d Delays: The Design Professional may return incomplete submittals with no action taken. The Contractor shall have no claim for any damages or for an extension of time due to delay in the Work resulting from the rejection of materials or from the rejection, correction, and resubmittal of Shop Drawings, samples and other data, or from the untimely submission thereof.

## **.2 Approvals**

The Design Professional's approval shall not indicate approval of dimensions, quantities or fabrication processes unless specific notations are made by the Design Professional regarding same. The Design Professional will check one of the following notations on the Shop Drawing and Sample Review Stamp:

- .a "REVIEWED-NO EXCEPTIONS NOTED", indicating final action by the Design Professional. When reviewing resubmitted shop drawings the Design Professional assumes that there are no revisions from the previous submittal, except as provided by 5.04.1 and his review of resubmittals is only for the corrections requested with the approval of the balance of the shop drawing being based on the original submission. Where the Contractor directs specific action to revisions, as provided by 5.04.1 the approval includes these also.
- .b "REVIEWED WITH CORRECTIONS NOTED", indicating final action by the Design Professional with the same conditions as "REVIEWED-NO EXCEPTIONS NOTED". Unless he takes exception to the corrections noted, the Contractor may begin that portion of the Work for which the shop drawing was required.
- .c "REVISE AND SEND RECORD COPY", requiring that the Design Professional be sent a copy of the revised shop drawing in accordance with the noted corrections, at the same time it is issued for the Work.
- .d "NOT APPROVED-RESUBMIT", indicating that the Contractor shall not begin that portion of the Work until the reason indicated for disapproval has been corrected and the revised shop drawing submitted, reviewed and approved by the Design Professional.
- .e "NO ACTION REQUIRED", indicating that Contract Documents do not require the Design Professional to review or take any action with this submittal.
- .f Where more than one action has been checked, each shall apply to that portion of the shop drawing for which the action is indicated.

## **8.00 PAYMENT AND COMPLETION**

Add the following to 8.01

### **8.01.1 Monthly Payment Applications**

At a meeting mutually agreed upon between the University's Representative and the Contractor, but no less than monthly, the Contractor shall distribute, in triplicate, draft copies of the proposed Payment Application for review and comment. The review, comment and mutual concurrence will be

an agenda item at that meeting. The Contractor will prepare the formal Application for submission from the comments made on the Draft and will present the formal application as provided for herein, including all required back-up materials, such as waivers of claim, release of claim on bond, sworn statement, documentation for stored materials, certified payroll reports and other documents required by the University Representative.

#### **8.01.2 Offsite Materials**

If an Application for Payment is made for materials not installed in the Work, but suitably stored off-site at a location acceptable to the University's Representative, such application shall be accompanied by legally acceptable paid invoices or conditional bills of sale and copies of delivery tickets, signed by the Contractor, indicating the Contractor verified that the materials shown on the delivery tickets are at the location accepted by the University and are adequately insured. Failure of the Contractor to furnish paid invoices, conditional bills of sale and proof of insurance shall be cause for withholding such amounts from payment until such paid invoices or bills of sale have been received by the University. The University reserves the right to examine the stored items prior to payment.

#### **Add the following to subparagraph 8.03**

The following submittals shall be bound in three (3) sets, plus one electronic file of all materials:

##### **.1 Project Closeout Documents**

- .a The Contractor shall submit to the Design Professional, a written guarantee, which shall be in accordance with Section 8.04 and such additional guarantees, in writing, as are required by the Specifications.
- .b The Contractor shall submit complete instruction for the care and maintenance of all finish materials under the contract, including, but not limited to floor finishes and coverings, wainscot and wall finishes, acoustical treatment, metal finishes, painted surfaces, flooring, hardware, and finishes on mechanical and electrical equipment. Instructions shall contain the manufacturer's or supplier's recommendations with respect to cleaning agents, preservative treatment and such other instructions as may be beneficial to the maintenance, usage, appearance and durability of the product. The recommendations shall further contain cautions on the use of certain cleaners and coatings which may be detrimental to the product.
- .c The Contractor shall prepare and submit operating and maintenance instructions, coordination drawings, and shop drawings for all mechanical and electrical equipment, and other special items, as called for in the specifications.
- .d All of the above described documents shall be checked by Contractor for conformance with the specifications and shall be submitted in uniform size, bound and indexed for cross-reference.
- .e The Contractor shall also submit "As-Built" drawings as specified in Section 4.11.
- .f Copies of all "Attic Stock" transmittals signed by appropriate University personnel accepting the attic stock material.

##### **.2 Project Closeout Training**

- a. The University and the Contractor will coordinate, schedule and present formal training for University personnel for all equipment, systems, devices, and building features.
- b. Training shall be scripted to include all important aspects of the equipment and its installation and maintenance. Trainers shall be suitably prepared and experienced in the features of the

equipment and the equipment's installation within the project.

- c. The Contractor, all product vendors, subcontractors, suppliers and materialmen shall consent to and participate in the recording of the training as determined by the University and the Contractor.
- d. The University may supplement training with outside providers to meet the training requirements of the project should a vendor, subcontractor, or supplier fail to provide the required training. The University shall be reimbursed by the Contractor for any such costs for supplemental training.

## DRAWINGS

The Technical Specifications dated **September 30, 2020** and the following List of Drawings represent the scope of work as defined in the Contract Documents from Article 4.

## DRAWINGS

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Drawing No.:	Description
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## **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; nor 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. (ANSI), and others so listed in the Technical Specifications.

#### **C. PERMITS, FEES AND NOTICES**

See General Conditions, Article 4.02.18

#### **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 **7 business days** 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**

### **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: **<https://computing.wayne.edu/docs/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 the purpose of system maintenance.

## **PROTECTION OF OCCUPANCY**

### **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 a copy of 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.

### **GENERAL REQUIREMENTS**



**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 313-577-2222, and give at least 24 hours advance notice that they have vehicles that 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 313-577-2222, 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**

No use of the Owner's 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 that 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 that 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 that 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.

Include Test-Adjust-Balance Report in the Manual.

**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 Sections 00510 and 01781)**

Guarantees on material and labor from the General Contractor and his subcontractors shall be as required in Sections 00510 and 01781.

**E. SWORN STATEMENT AND WAIVER OF LIENS**

Prior to final payment, the General Contractor shall provide a Contractor's Sworn Statement and Full Unconditional Waivers of Liens from all subcontractors for material and labor and from all suppliers who provide materials exceeding \$10,000. Sworn Statements and signed waivers from all Subcontractors must accompany Pay Applications or they will be returned for such documentation prior to approval.

**ASBESTOS HAZARD**

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**

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 back-charge 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.

## SUMMARY OF WORK

### SUMMARY OF WORK

**PROJECT: McGregor Elevator Modernization**

**WSU PROJECT NO.: 043-323535**

**PROJECT MANAGER: Megan Fayle**

1. EXAMINATION

The Contractor shall visit the site and become familiar with conditions under which he will be working. Also meet with the project manager and review site access, storage areas, etc.

2. Description of Work – Project includes **Replacement of 3-stop hydraulic elevator with traction elevator; elevator pit modifications and underpinning, and elevator room modifications to accommodate new equipment and code compliance..**

3. The building is located at

Wayne State University  
**495 Gilmour Mall, Detroit, MI 48202**  
Detroit, Michigan 48202



## **Project Manual**

**Architect's Project No. 214100519  
WSU Project Number 043-323535**

**Issued for Permit  
September 09, 2020**

# **WAYNE STATE UNIVERSITY McGregor Elevator Modernization**

**OWNER:  
WAYNE STATE UNIVERSITY  
495 GILMOUR MALL  
DETROIT, MI 48202**

**ARCHITECT:  
STANTEC ARCHITECTURE INC.  
2338 COOLIDGE HIGHWAY  
BERKLEY, MI 48072  
248.336.4700**

<b>DIVISION 01 - GENERAL REQUIREMENTS</b>
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SECTION 01 10 00 - SUMMARY

Summary of Work:

1. Work of this Project is defined by the Contract Documents and consists of the following:
  - a. Replacement of an existing elevator and related alterations to adjacent walls and ceilings to accommodate mechanical and electrical equipment and connections.

Work Restrictions:

1. On-Site Work Hours: Limit work in the existing building to normal business working hours as directed by Owner, unless otherwise indicated.
2. Full Owner Occupancy: Owner intends to occupy site and existing building during entire construction period, with the exception of areas under construction.
  - a. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
3. Contractor's Use of Premises: Contractor shall have limited use of Project site for construction operations as indicated on Drawings. Confine construction operations to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

Alternates:

1. Submit price for each alternate. Include cost of modifications to other work to accommodate alternate. Owner will determine which alternates are selected for inclusion in the Project.
2. Alternates:
  - a. Add alternates: Include waterproofing in the elevator pit as specified in Div. 07 Section "Crystalline Waterproofing."

Substitution Procedures:

1. Do not substitute Products unless a substitution request has been approved by Architect.
2. Submit Requests for Substitution in writing, including reasons. Submit sufficient information for Architect to evaluate proposed substitution.

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

Project Coordination:

1. Coordinate the work of all trades.
2. Prepare coordination drawings for areas above ceilings where close tolerances are required between building elements and mechanical and electrical work.
3. Verify location of utilities and existing conditions. Notify Architect of conditions differing from those indicated on the Drawings.
4. Verify dimensions on Drawings with dimensions at the Project. Do not scale Drawings.

Project Meetings:

1. Arrange for a preconstruction conference prior to start of construction. Meeting shall be attended by Owner, Architect, Contractor, and major subcontractors.

2. Arrange for progress meetings once a week during construction, and prior to applications for payment. Record minutes and distribute promptly.

Submittal Procedures:

1. Submit a Project schedule and update at least monthly. Submit for approval submittals listed in individual sections in pdf format.
2. Include details of construction and adjacent construction in Shop Drawings. Clearly indicate any deviations from requirements of the contract documents. Fabricate materials from approved Shop Drawings only.

SECTION 01 40 00 - QUALITY REQUIREMENTS

Quality Assurance:

1. Comply with applicable codes, regulations, ordinances and requirements of authorities having jurisdiction, including accessibility guidelines where applicable. Submit copies of inspection reports, notices and similar documents to Architect.
2. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years.
3. Use experienced installers. Furnish evidence of experience if requested.
4. Deliver, handle, and store materials in strict accordance with manufacturer's instructions.
5. Use of any supplier or subcontractor is subject to Owner's approval.
6. Engage and pay for testing agencies as required. Refer to individual sections for additional requirements.

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

Temporary Facilities:

1. Provide temporary facilities and connections as required for the proper completion of the Project.
2. Provide temporary protection for adjacent areas to prevent contamination by construction dust and debris.
3. Provide temporary barricades as necessary to ensure protection of the public.
4. Provide suitable waste disposal units and empty regularly. Do not permit accumulation of trash and waste materials.
5. Use of designated existing sanitary facilities in building will be allowed.
6. Maintain egress within and around construction areas.
7. Maintain fire alarm systems in operation during construction.
8. Provide fire extinguishers in work areas during construction.
9. Provide temporary protection for adjacent construction. Promptly repair any damage at no additional cost to the Owner.

SECTION 01 60 00 - PRODUCT REQUIREMENTS

Product Options:

1. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation, unless otherwise indicated.
2. Request Architect's selection of colors and accessories in sufficient time to avoid delaying progress of the work.
3. Remove and replace work which does not conform to the Contract Documents at no additional expense to the Owner.

Product Delivery, Storage, and Handling:

1. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

Examination and Preparation:

1. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, plumb, smooth, clean, and free of deleterious substances; substrates within installation tolerances; and application conditions within environmental limits.
2. Inspect substrates and report unsatisfactory conditions in writing.
3. Do not proceed until unsatisfactory conditions have been corrected.

Field Engineering:

1. Take field measurements as required to fit the Work properly. Form to required shapes and sizes with true edges, lines and angles. Provide inserts and templates as needed for work of other trades.
2. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabrication and, when possible, allow for fitting and trimming during installation.
3. Verify and locate utilities, existing facilities, and equipment.
4. Survey and layout improvements, utilities, structures, and components.

Execution:

1. Install materials in accordance with manufacturer's instructions and approved submittals.
2. Install materials in proper relation with adjacent construction and with proper appearance.
3. Restore units damaged during installation. Replace units which cannot be restored at no additional expense to the Owner.
4. Refer to additional installation requirements and tolerances specified under individual specification sections.

Cutting and Patching:

1. Provide cutting and patching work to properly complete the Project.
2. Do not remove or alter structural components without written approval.
3. Cut with tools appropriate for materials to be cut.
4. Patch with materials and methods to produce patch which is not visible from a distance of five feet.
5. Do not cut and patch in a manner that would result in a failure of the work to perform as intended, decrease fire performance, decrease acoustical performance, decrease energy performance, decrease operational life, or decrease safety factors.

Cleaning and Waste Management:

1. Progress Cleaning: Clean Project site and work areas daily, including common areas.
2. Final Cleaning: Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:
  - a. Remove labels that are not permanent.



- b. Clean transparent materials. Remove excess glazing compounds. Replace chipped or broken glass.
  - c. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Sweep concrete floors broom clean.
  - d. Vacuum carpeted surfaces and wax resilient flooring.
  - e. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures, lamps, globes, and reflectors.
  - f. Remove temporary facilities.
  - g. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.
3. Waste Management: Do not bury or burn waste materials on-site. Legally dispose of waste off Owner's property. Unless otherwise indicated, excess materials are Contractor's property. At completion of work of this Section, remove from Project site.

Starting and Adjusting:

1. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
2. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
3. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

Protecting Installed Construction:

1. Institute protective measures and other precautions required to assure that installed products will be without damage or deterioration, other than normal weathering, at time of Substantial Completion.
2. Comply with manufacturer's written instructions for temperature and relative humidity.
3. If, despite protection, damage or deterioration occurs, cut out and remove damaged and deteriorated products and replace with new materials to produce installations with repaired areas indistinguishable from original work.
  - a. Engage original installer to repair or replace deteriorated or defective work found at time of final inspection to the Architect's satisfaction. Repair damage which occurred subsequent to installation and prior to final inspection at no cost to the Owner. Restore the Work to a condition free of damage and deterioration at time of Substantial Completion.
4. Restore portions of building, site improvements, landscaping and other items damaged by construction operations to the satisfaction of the Architect at no additional expense to the Owner.

Closeout Procedures:

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete for review by the Architect.
2. Complete punch list items promptly at no additional expense to the Owner.
3. Submit one electronic PDF file and three paper copies of Operation and Maintenance Manuals.
4. Submit executed Warranties.
5. Submit Project Record Documents (Contractor-maintained copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications marked as Work progresses to indicate field changes and selections made during construction).
6. Obtain and submit copy of occupancy and use permits.
7. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

McGregor Elevator Modernization  
Wayne State University  
Issued for: Permit

Stantec Project Number 214100519  
WSU Project Number 043-323535  
September 9, 2020

END OF 01 00 00

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## SECTION 02 41 19 - SELECTIVE STRUCTURE DEMOLITION

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building or structure.

#### 1.02 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site.
- B. Existing to Remain: Existing items of construction that are not to be permanently removed.

#### 1.03 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

#### 1.04 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Predemolition Photographs or Video: Submit before Work begins.
- C. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

#### 1.05 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

#### 1.06 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 1. Before selective demolition, Owner will remove equipment Owner desires to retain.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. Hazardous materials will be removed by Owner before start of the Work.
  - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.

- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

#### 1.07 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

### PART 2 - PRODUCTS

#### 2.01 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
- E. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs, preconstruction videotapes, and templates.

#### 3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  - 1. Comply with requirements for existing services/systems interruptions specified in Division 01.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
  - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
  - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
  - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
  - d. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
  - e. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

### 3.03 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

### 3.04 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  5. Dispose of demolished items and materials promptly.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.05 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.06 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

## SECTION 04 22 00 - CONCRETE UNIT MASONRY

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. Concrete masonry units.

#### 1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Mix Designs: For each type of mortar. Include description of type and proportions of ingredients.
  - 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.

#### 1.03 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of product indicated. For masonry units include material test reports substantiating compliance with requirements.

#### 1.04 QUALITY ASSURANCE

- A. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

### PART 2 - PRODUCTS

#### 2.01 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.
- B. Fire-Resistance Ratings: Where indicated, provide units that comply with requirements for fire-resistance ratings indicated as determined by testing according to ASTM E 119, by equivalent masonry thickness, or by other means, as acceptable to authorities having jurisdiction.

#### 2.02 CONCRETE MASONRY UNITS

- A. Shapes: Provide special shapes indicated, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
- B. CMUs: ASTM C 90.
  - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2150 psi.
  - 2. Density Classification: Normal weight.



## 2.03 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C 91.
- E. Aggregate for Mortar: ASTM C 144.
  - 1. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
- F. Water: Potable.

## 2.04 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.
- B. Masonry Joint Reinforcement: ASTM A 951/A 951M; ladder type with single pair of side rods.
  - 1. Interior Walls: Hot-dip galvanized, carbon steel.
  - 2. Wire Size for Side Rods: 0.148-inch diameter.
  - 3. Wire Size for Cross Rods: 0.148-inch diameter.
  - 4. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
  - 5. Provide in lengths of not less than 10 feet.

## 2.05 MORTAR MIXES

- A. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification, Type N.

# PART 3 - EXECUTION

## 3.01 INSTALLATION

- A. Reinforcing: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
  - 1. Space reinforcement not more than 16 inches o.c.
  - 2. Comply with requirements in ACI 530.1/ASCE 6/TMS 602.
- B. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- C. Bond Pattern for Exposed Masonry: Match existing; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
- D. Lay hollow CMUs with face shells fully bedded in mortar and with head joints of depth equal to bed joints.

- E. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

### 3.02 CLEANING

- A. In-Progress Cleaning: Clean masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - 1. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

END OF SECTION 04 22 00

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## SECTION 05 50 00 - METAL FABRICATIONS

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. Miscellaneous steel framing and supports.
  - 2. Metal ladders.
  - 3. Metal gratings for elevator sump pits.

#### 1.02 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design ladders, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance of Ladders: Ladders shall withstand the effects of loads and stresses within limits and under conditions specified in ANSI A14.3.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

#### 1.03 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details for metal fabrications.
  - 1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

### PART 2 - PRODUCTS

#### 2.01 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces without blemishes.

#### 2.02 FERROUS METALS

- A. W-Shapes: ASTM A992/A992M or ASTM A572/A572M, Grade 50.
- B. Channels, Angles: ASTM A36/A36M.
- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Steel Bars for Bar Gratings: ASTM A 36/A 36M or steel strip, ASTM A 1011/A 1011M or ASTM A 1018/A 1018M.
- C. Wire Rod for Bar Grating Crossbars: ASTM A 510 (ASTM A 510M).

## 2.03 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, at exterior walls.
- B. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
  - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
  - 2. Material for Exterior Locations and Where Stainless Steel is Indicated: Alloy Group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

## 2.04 MISCELLANEOUS MATERIALS

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
- B. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

## 2.05 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.
- C. Weld corners and seams continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended.
- D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Locate joints where least conspicuous.
- E. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

## 2.06 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

## 2.07 METAL LADDERS

- A. General:
  - 1. Comply with ANSI A14.3 unless otherwise indicated.

2. For elevator pit ladders, comply with ASME A17.1.

B. Steel Ladders:

1. Space siderails of elevator pit ladders 12 inches apart.
2. Siderails: Continuous, 3/8-by-2-1/2-inch steel flat bars, with eased edges.
3. Rungs: 3/4-inch- diameter steel bars.
4. Fit rungs in centerline of siderails; plug-weld and grind smooth on outer rail faces.
5. Provide nonslip abrasive surfaces on top of each rung.

2.08 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.
- C. Galvanize exterior miscellaneous steel trim.

2.09 METAL GRATINGS

- A. Provide gratings as indicated fabricated from welded or pressure-locked steel bar grating, supported by steel angles. Limit openings in gratings to no more than 3/4 inch in least dimension. Provide bearing bar depth and thickness as required to support a uniform load of 125 lbf/sq. ft.
  1. Crossbar Spacing: 4 inches o.c.
  2. Traffic Surface: Plain.
  3. Fabricate removable grating sections with banding bars attached by welding to entire perimeter of each section. Include anchors and fasteners of type indicated or, if not indicated, as recommended by manufacturer for attaching to supports.
  4. Edge-band openings in grating that interrupt four or more bearing bars with bars of same size and material as bearing bars.
  5. Galvanize gratings.

2.10 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.
- B. Shop prime iron and steel items not indicated to be galvanized.
- C. Preparation for Shop Priming: Prepare surfaces to comply with SSPC-SP 3, "Power Tool Cleaning."
- D. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges

and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

### 3.02 INSTALLING METAL BAR GRATINGS

- A. Install gratings to comply with recommendations of NAAMM MBG 531 that apply to grating types and bar sizes indicated, including installation clearances and standard anchoring details.
- B. Attach removable units to supporting members with type and size of clips and fasteners indicated or, if not indicated, as recommended by grating manufacturer for type of installation conditions shown.

### 3.03 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 05 50 00

## SECTION 07 01 51.71 - ROOF REPAIRS

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section includes repairs to and patching of existing roof system.
- B. Related Requirements:
  - 1. Contracting Requirements of Div. 00 Documents apply to, and are a component part of, this Section.
  - 2. General Requirements of Div. 01 Specification Sections apply to, and are a component part of, this Section.
  - 3. Div. 07 Section "JOINT SEALANTS."

#### 1.02 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meetings: Conduct meetings at Project site .

#### 1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.

#### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials according to roofing system manufacturer's written instructions.
- B. Deliver and store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer.
- C. Protect roofing insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

#### 1.05 FIELD CONDITIONS

- A. Ambient Conditions:
  - 1. Proceed with roof repair preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
- B. Owner will occupy portions of building immediately below repair area. Conduct repairs so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
  - 1. Coordinate work activities daily with Owner so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area.
- C. Protect building to be repaired, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from repair operations.
- D. Coordinate roof repair work with mechanical and electrical and other work requiring roof penetrations and subsequent repairs.



- E. Schedule work to coincide with commencement of installation of new rooftop equipment.
- F. Provide protective devices to prevent water from entering existing roofing system or building.
- G. Remove no more existing roofing materials than can be replaced with new materials the same day.

#### 1.06 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during repairs, by methods and with materials so as not to void existing roofing system warranty. Notify warrantor before proceeding.
  - 1. Notify warrantor of existing roofing system on completion of repairs, and obtain documentation verifying that existing roofing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

### PART 2 - PRODUCTS

#### 2.01 PERFORMANCE CRITERIA

- A. General: Provide a watertight, roofing system with compatible components that will not permit the passage of liquid water and will withstand wind loads, thermally induced movement, and continued exposure to weather without failure.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing system manufacturer based on testing and field experience.

#### 2.02 MATERIALS

- A. Temporary Protection: Sheet polyethylene or fiber reinforced plastic sheeting. Provide weights to retain sheeting in position.
- B. Patching and Repair Materials: Match existing roofing system materials unless otherwise indicated or allowed.
- C. Auxiliary Materials: Repair preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing roofing system.
- D. Dimension Lumber: Construction or No. 2 grade
- E. Stainless-Steel Flashing Sheet: ASTM A 240/A 240M, Type 304, dead soft, fully annealed; with smooth, flat surface; finished per ASTM A480 as follows:
  - 1. No. 2D Mill Finish - Cold-rolled, dull finish.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION AND PREPARATION

- A. Verify that roof openings and penetrations are in place and set and braced.

- B. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at roof penetrations and terminations and match the thicknesses of insulation required.
- C. Protect existing roofing system that is indicated not to be replaced.
  - 1. Loosely lay 1-inch-minimum thick, expanded polystyrene (EPS) insulation over existing roofing in traffic and work areas. Loosely lay minimum 15/32-inch thick plywood or OSB panels over EPS. Extend EPS past edges of plywood or OSB panels a minimum of 1 inch.
  - 2. Limit traffic and material storage to areas of existing roofing that have been protected.
  - 3. Maintain temporary protection and leave in place until replacement roofing has been completed. Remove temporary protection on completion of repairs.
- D. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with repair work that could affect indoor air quality or activate smoke detectors in the ductwork.
- E. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected precipitation.
- F. Maintain roof drains in functioning condition to ensure proper roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when precipitation is forecast.
  - 1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing roofing system components that are to remain.
- G. Verify that rooftop utilities and service piping have been shut off before beginning Work.

### 3.02 REMOVAL OF EXISTING ROOFING

- A. Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
- B. Remove existing roofing and flashing as required to provide access for new deck penetrations. Remove aggregate surfacing, membranes, flashings, insulation, vapor retarders, and any other roof elements to expose structural deck.
  - 1. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.
  - 2. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish.
- C. Inspect exposed substrates for deterioration and damage. Immediately notify Architect of findings.
- D. Inspect and repair existing deck surface to provide smooth working surface for replacement roof system.
- E. Provide temporary protective sheeting over exposed deck surfaces.
- F. Turn protective sheeting up and over parapets and curbing. Retain sheeting in position with weights or temporary fasteners.

- G. Provide for surface drainage from sheeting to existing drainage facilities.

### 3.03 ROOF REPAIRS

- A. Clean roof substrates of dust, debris, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Patch roofing system according to roofing system manufacturer's written instructions and applicable recommendations of NRCA quality control guidelines applicable to the type of roofing encountered.
- C. Immediately after removal of selected portions of existing roofing system, inspection and any necessary deck repair, fill in the tear-off areas to match existing roofing system construction.
  - 1. Install new roofing the same day tear-off is made.

### 3.04 CLEANING

- A. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 07 01 51.71

## SECTION 07 16 16 - CRYSTALLINE WATERPROOFING

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section includes crystalline waterproofing for negative-side application to concrete in elevator pit.

#### 1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.03 INFORMATIONAL SUBMITTALS

- A. Product test reports.

#### 1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: A firm experienced in applying crystalline waterproofing similar in material, design, and extent to that indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.

#### 1.05 PROJECT CONDITIONS

- A. Proceed with waterproofing work only after pipe sleeves, vents, curbs, inserts, drains, and other projections through the substrate to be waterproofed have been completed. Proceed only after substrate defects, including honeycombs, voids, and cracks, have been repaired to provide a sound substrate free of forming materials, including reveal inserts.
- B. Ambient Conditions: Proceed with waterproofing work only if temperature is maintained at 40 deg F or above during work and cure period, and space is well ventilated and kept free of water.

### PART 2 - PRODUCTS

#### 2.01 WATERPROOFING MATERIALS

- A. Crystalline Waterproofing: Prepackaged, gray-colored proprietary blend of portland cement, specially treated sand, and active chemicals that, when mixed with water and applied, penetrates into concrete and concrete unit masonry and reacts chemically with the byproducts of cement hydration in the presence of water to develop crystalline growth within substrate capillaries to produce an impervious, dense, waterproof substrate; that has VOC content complying with limits of authorities having jurisdiction; with properties meeting or exceeding the criteria specified below.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Anti-Hydro International, Inc.; A-H Hydrocap.
    - b. BASF Building Systems; Tegraproof.
    - c. Euclid Tamms; HEY'DI K-11.
    - d. Vandex USA LLC; Vandex Super/Super White.
    - e. Xypex Chemical Corporation; Xypex.
    - f. Comparable products by other manufacturers will be considered.
  - 2. Water Permeability: Maximum zero for water at 30 feet when tested according to CE CRD-C 48.

3. Compressive Strength: Minimum 4000 psi at 28 days when tested according to ASTM C 109/C 109M.

## 2.02 ACCESSORY MATERIALS

- A. Patching Compound: Factory-premixed cementitious repair mortar, crack filler, or sealant recommended by waterproofing manufacturer for filling and patching tie holes, honeycombs, reveals, and other imperfections; compatible with substrate and other materials indicated; and VOC content complying with limits of authorities having jurisdiction.
- B. Plugging Compound: Factory-premixed cementitious compound with hydrophobic properties and recommended by waterproofing manufacturer; resistant to water and moisture but vapor permeable for all standard applications (vertical, overhead, and horizontal surfaces not exposed to vehicular traffic); compatible with substrate and other materials indicated; and VOC content complying with limits of authorities having jurisdiction.
- C. Portland Cement: ASTM C 150, Type I.
- D. Sand: ASTM C 144.
- E. Polymer Admixture for Protective Topping: Polymer bonding agent and admixture designed to improve adhesion to prepared substrates and not to create a vapor barrier.
- F. Water: Potable.

## 2.03 MIXES

- A. Crystalline Waterproofing: Add prepackaged dry ingredients to water according to manufacturer's written instructions. Mix together with mechanical mixer or by hand to required consistency.

# PART 3 - EXECUTION

## 3.01 PREPARATION

- A. Protect other work from damage caused by cleaning, preparation, and application of waterproofing. Provide temporary enclosure to confine spraying operation and to ensure adequate ambient temperatures and ventilation conditions for application.
- B. Do not allow waterproofing, patching, and plugging materials to enter reveals or annular spaces intended for resilient sealants or gaskets, such as joint spaces between pipes and pipe sleeves.
- C. Stop active water leaks with plugging compound according to waterproofing manufacturer's written instructions.
- D. Repair damaged or unsatisfactory substrate with patching compound according to manufacturer's written instructions.
- E. Surface Preparation: Comply with waterproofing manufacturer's written instructions to remove efflorescence, chalk, dust, dirt, mortar spatter, grease, oils, paint, curing compounds, and form-release agents to ensure that waterproofing bonds to surfaces.

### 3.02 APPLICATION

- A. General: Comply with waterproofing manufacturer's written instructions for application and curing.
  - 1. Saturate surface with water for several hours prior to application and maintain damp condition until applying waterproofing. Remove standing water.
  - 2. Apply waterproofing to surfaces indicated on Drawings.
  - 3. Number of Coats: Two.
  - 4. Application Method: Brush or spray. Apply to ensure that each coat fills voids and is in full contact with substrate or previous coat.
  - 5. Dampen surface between coats.
- B. Final Coat Finish: Brush or spray texture.
- C. Curing: Moist-cure waterproofing for three days immediately after final coat has set, followed by air drying, unless otherwise recommended in writing by manufacturer.
- D. Waterproofing Treatment Extensions: Extend waterproofing treatment as follows:
  - 1. Onto concrete walls and floor in elevator pit, including sump, to Level 0 finished floor level.

END OF SECTION 07 16 16

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## SECTION 07 84 00 - FIRESTOPPING

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section includes through-penetration and fire-resistive joint system materials and systems installed in cavities, around penetrations, and openings in floors, walls, partitions, and other building components to prevent spread of fire and smoke.

#### 1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.03 INFORMATIONAL SUBMITTALS

- A. Product Schedule: For each firestopping system. Include locations and design designation of qualified testing and inspecting agency.
  - 1. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular firestopping condition, or where there is no specific third party tested and classified firestop system available for particular firestop condition, submit illustration, with modifications marked, approved by firestopping manufacturer's fire-protection engineer as an Engineering Judgment (EJ) or Equivalent Fire Resistance Rated Assembly (EFRRA).
  - 2. Format: Per attached "Firestopping Schedule."
- B. Installer Certificates: From Installer indicating penetration firestopping has been installed in compliance with requirements and manufacturer's written recommendations.
- C. Product test reports.

#### 1.04 QUALITY ASSURANCE

- A. Installer Qualifications: A firm experienced in installing firestopping similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful performance.
- B. Fire-Test-Response Characteristics: Firestopping shall comply with the following requirements:
  - 1. Firestop system tests are performed by a qualified testing agency acceptable to authorities having jurisdiction.
  - 2. Firestopping is identical to those tested per testing standard referenced in "Penetration Firestopping" and "Fire-Resistant Joint Systems" Articles. Provide rated systems complying with the following requirements:

### PART 2 - PRODUCTS

#### 2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. 3M Fire Protection Products.
  - 2. Hilti, Inc.
  - 3. Specified Technologies Inc.
  - 4. Comparable products by other manufacturers will be considered.



## 2.02 FIRESTOPPING, GENERAL

- A. Systems listed by approved testing agencies, as identified in Part 1 above, may be used, providing they conform to the construction type, penetrant type, annular space requirements and fire rating involved in each separate instance.
- B. Provide firestopping systems that are produced and installed to resist the spread of fire, and the passage of smoke and other gases according to requirements indicated, and maintain original fire-resistance rating of construction penetrated and in or between which fire-resistant joint systems are installed. Firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any. Fire-resistant joint systems shall accommodate building movements without impairing their ability to resist the passage of fire, smoke, and hot gases.
- C. Exposed Firestopping: Provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.
- D. For firestopping exposed to view, traffic, moisture, and physical damage, provide firestop systems appropriate for these conditions.

## 2.03 PENETRATION FIRESTOPPING

- A. Penetrations in Fire-Resistance-Rated Walls: Ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
  - 1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- B. Penetrations in Horizontal Assemblies: Ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
  - 1. F-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated.
  - 2. T-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations located within the cavity of a wall or shaft enclosure.
- C. Penetrations in Smoke Barriers: Ratings determined per UL 1479.
  - 1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at 0.30-inch wg at both ambient and elevated temperatures.

## 2.04 FIRE-RESISTANT JOINT SYSTEMS

- A. Joints in or between Fire-Resistance-Rated Construction: Ratings determined per ASTM E 1966 or UL 2079:
  - 1. Fire-Resistance Rating: Equal to or exceeding the fire-resistance rating of construction they will join.
- B. Joints in Smoke Barriers: Ratings determined per UL 2079.
  - 1. L-Rating: Not exceeding 5.0 cfm/ft of joint at 0.30 inch wg at both ambient and elevated temperatures.

## 2.05 ACCESSORIES

- A. Accessories: Provide components for each firestop system, including primers and forming materials, that are needed to install fill materials and to maintain ratings required. Use only components specified by firestop system manufacturer and approved by the qualified testing agency for systems indicated.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening or joint configurations, penetrating items, substrates, and other conditions affecting performance of firestopping.
- B. Install firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.
  - 1. Coordinate with other trades to assure that all pipes, conduit, cable, and other items, which penetrate fire rated construction, are complete and have been permanently installed prior to installation of firestop assemblies.
  - 2. Schedule the work to assure that partitions and all other construction that conceal penetrations are not erected prior to the installation of firestop and smoke seals.
- C. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
  - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestopping.
- D. Install fill materials for firestopping by proven techniques to produce the following results:
  - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
  - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
  - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

### 3.02 IDENTIFICATION

- A. Identify firestop systems with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of joint edge so labels will be visible to anyone seeking to remove or penetrate joint system. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
  - 1. The words "Warning - Fire-Resistant Joint System - Do Not Disturb. Notify Building Management of Any Damage."
  - 2. Contractor's name, address, and phone number.
  - 3. Designation of applicable testing agency.
  - 4. Date of installation.
  - 5. Manufacturer's name.
  - 6. Installer's name.

END OF SECTION 07 84 00

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## SECTION 07 92 00 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section includes joint sealants for scheduled applications, including those specified by reference to this Section.

#### 1.02 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each kind and color of joint sealant required.

### PART 2 - PRODUCTS

#### 2.01 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Per ASTM C920 and other requirements specified. Elastomeric sealants include, but not limited to, silicone, urethane, polysulfide, and silyl-terminated polyether (STPE).
  - 1. Type:
    - a. Provide Type M (multicomponent) sealants where required to achieve color match indicated and where specifically indicated.
    - b. Provide Type S (single component) or Type M (multicomponent) sealants elsewhere.
  - 2. Grade:
    - a. Provide Grade P (pourable self-leveling) or Grade NS (nonsag) sealants at horizontal joints.
    - b. Provide Grade NS (nonsag) sealants at vertical and non-horizontal joints.
  - 3. Class: Provide sealants suitable for anticipated joint movement.
  - 4. Use Related to Exposure:
    - a. Provide Use T (traffic) at horizontal traffic surfaces.
    - b. Provide Use NT (nontraffic) or T (traffic) at vertical and horizontal non-traffic surfaces.
    - c. Provide Use I (immersible) per ASTM C 1247 at joints subject to continuous immersion.
      - 1) Do not use silicone sealants for immersion applications.
  - 5. Use Related to Joint Substrates: Provide sealants suitable for contact with joint substrates indicated.
    - a. Provide nonstaining sealants at porous substrates when tested per ASTM C 1248.
    - b. Provide sealants suitable for contact with food per 21 CFR 177.2600 where sealants are indicated for joints that will come in repeated contact with food.
    - c. Provide sealants that accept paint coatings over cured sealant, with no adverse affects to the applied paint, where joint sealants are indicated to be painted.
    - d. Do not use acid-curing silicone sealants in contact with galvanized steel, marble, cement-based materials, copper, and other materials and finishes which may be corroded by sealant formulations.
    - e. Provide mildew-resistant sealants, formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth, where indicated.

## 2.02 NON-ELASTOMERIC JOINT SEALANTS

- A. Butyl-Rubber-Based Solvent-Release Joint Sealant: ASTM C1311.
- B. Acrylic-Latex and Siliconized Acrylic-Latex Sealants: ASTM C834, Type OP (opaque), Grade NF; provide manufacturer's standard nonsag, paintable, nonstaining latex sealant.
- C. Acoustical Joint-Sealant: Provide products that effectively reduce airborne sound transmission through perimeter joints and openings in building construction, as demonstrated by testing representative assemblies per ASTM E90.
  - 1. For Exposed and Concealed Joints: ASTM C834; manufacturer's standard nonsag, paintable, nonstaining latex acoustical sealant.

## 2.03 JOINT-SEALANT BACKING

- A. Cylindrical Cellular Foam Rod: ASTM C1330, with surface that sealants will not adhere to; nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; recommended by sealant and backing manufacturer for intended application; of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
  - 1. For horizontal joints use Type C or B.
  - 2. For vertical joints use Type C, O, or B.
  - 3. For glazing joints use Type O.
- B. Bond-Breaker Tape: Self-adhesive polyethylene, teflon, or other plastic tape with surface sealants will not adhere to; recommended by sealant and tape manufacturer for intended application.

## 2.04 MISCELLANEOUS MATERIALS

- A. Primers: Type recommended by sealant manufacturer to suit application; non-staining.
- B. Joint Cleaners: Non-corrosive, non-staining type recommended by sealant manufacturer; compatible with joint forming materials.
- C. Masking Tape: Self-adhesive, nonstaining, nonabsorbent, removable without adhesive residue, compatible with joint forming materials.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Examine joints to receive sealants, including condition of existing joints within the area of Work, with Installer present.
- B. Immediately before installing sealants, clean, mask, and prime joint substrates per ASTM C1193 and sealant manufacturer's written instructions.

### 3.02 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
  - 1. Remove laitance and form-release agents from concrete.

2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.03 REMOVING EXISTING SEALANTS

- A. Where existing sealant is damaged or indicated to be removed and replaced perform the following steps:
  1. Where existing sealant is damaged and where adhesion to substrate is unacceptable:
    - a. Mechanically remove existing sealant cleanly from joint.
    - b. Install new sealant as specified for new work.
  2. Where existing sealant is still well adhered to substrate:
    - a. Remove damaged portion utilizing a V-cut leaving well-adhered existing sealant to remain in joint. Remove surface contaminants with solvents as recommended by sealant manufacturer utilizing the two rag wipe method, and allow solvent to dry.
    - b. Install new sealant over cleaned areas as specified for new work.

### 3.04 INSTALLATION

- A. Install joint backings, bond-breaker tape, and sealants per recommendations in ASTM C1193 and sealant manufacturer's written instructions as applicable to materials, applications, and conditions indicated. Additionally:
  1. Install acoustical sealants per recommendations in ASTM C919.
- B. Tooling of Nonsag Sealants: Per ASTM C1193 with concave joint configurations.

### 3.05 JOINT-SEALANT SCHEDULE

- A. Refer to separate "Joint Sealant Use Schedule" for areas of application and color selection.

END OF SECTION 07 92 00

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## JOINT SEALANT USAGE SCHEDULE

Joint Location	Acceptable Chemistry										Class	Color
	Acoustical (A)	Butyl (B)	Hybrid (H)	Latex (L)	MR Silicone (MR)	Polysulfide (P)	Silicone (S)	STPE (PE)	STPU (PU)	Urethane (U)	(minimum)	
<b>Exterior Vertical &amp; Horizontal Non-Traffic Joints</b>												
Joints between metal flashings, concealed lapped joints		B									7½	Standard
Joints between metal flashings, exposed, unfinished							S				50	Standard
Setting bed for flashing receivers		B									7½	Standard
Setting bed for metal flashing		B									7½	Standard
<b>Interior Horizontal Traffic Joints</b>												
Isolation & contraction joints in concrete slabs, concealed or covered with other flooring	None required										N/A	N/A
Isolation & contraction joints in concrete slabs, exposed								PE	PU	U	25	Standard
<b>Interior Vertical &amp; Horizontal Non-Traffic Joints</b>												
Control & expansion joints in cast-in-place concrete										U	25	Standard
Joints subject to water immersion						P				U	50	Custom
Control & expansion joints in unit masonry, concrete, painted										U	25	Standard
Control & expansion joints in unit masonry, concrete, unfinished										U	25	Standard
Perimeter joints around frames, metal, field painted				L							7½	Standard
Perimeter joints around frames, metal, prefinished						S					50	Custom
Control joints in gypsum board ceilings & partitions				L							7½	Standard
Penetrations and joints in fire-resistance-rated construction	Firestopping per 07 84 00 - movement capability to suit joint movement potential											Standard
Control joints in acoustic walls & partitions including gaps at electrical outlets, penetrations, and other openings	A										5	Standard
Setting bed for thresholds & sills		B									7½	Standard



<b>Colors of Exposed Joint Sealants:</b>
Standard Color: As selected by Architect from manufacturer's full range for this characteristic.
Custom Color: Provide a custom color matching Architect's sample that complies with requirements.

END OF SCHEDULE 07 92 00.13

Y:\Dropbox (WDEO)\2020\2020.S19 WSU McGregor Elevator\04 Specs\2020-09-02\_Bids\89495273.xlsx\JOINT SEALANT USAGE SCHEDULE

# JOINT SEALANT PRODUCTS SCHEDULE

MANUFACTURER	PRODUCT	CHEMISTRY	TYPE	GRADE	MOVEMENT CLASS	USE RELATED TO							
						EXPOSURE				SUBSTRATE			
						T	NT	I	M	G	A	O	
USG	Firecode Smoke-Sound Sealant	Acoustical	S	NS	25	--	NT	--	--	--	--	--	--
USG	SHEETROCK Acoustical Sealant	Acoustical	S	NS	25	--	NT	--	--	--	--	--	--
Pecora Corp.	AC-20 FTR Acoustical and Insulation Sealant	Acoustical	S	NS	7½	--	NT	--	--	--	--	--	--
Pecora Corp.	AIS-919 Acoustical and Insulation Sealant	Acoustical	S	NS	7½	--	NT	--	--	--	--	--	--
Specified Technologies	SpecSeal Smoke 'N' Sound Sealant	Acoustical	S	NS	N/A	--	NT	--	--	--	--	--	--
Tremco	Tremco Acoustical Sealant	Acoustical	S	NS	N/A	--	NT	--	--	--	--	--	--
Pecora Corp.	BC-158 Butyl Rubber Sealant	Butyl	S	NS	7½	--	NT	--	--	--	--	--	--
Tremco	Tremco Butyl Sealant	Butyl	S	NS	7½	--	NT	--	--	--	--	--	--
Pecora Corp.	BA-98	Butyl	S	NS	5	--	NT	--	--	--	--	--	--
Pecora Corp.	AVW-920 High Performance Acrylic Latex	Latex	S	NS	25	--	NT	--	M	G	A	O	
Pecora Corp.	Tilt-Seal High Performance Acrylic Latex	Latex	S	NS	25	--	NT	--	M	G	A	O	
Tremco	Tremflex 834	Latex	S	NS	12½	--	NT	--	--	--	--	--	--
Pecora Corp.	AC-20+Silicone	Latex	S	NS	7½	--	NT	--	--	--	--	--	--
Meadows, W. R.	Deck-O-Seal 150	Polysulfide	M	P	25	T	--	--	--	G	A	O	
Meadows, W. R.	Deck-O-Seal Gun Grade	Polysulfide	M	NS	25	T	NT	--	M	G	A	O	
Pecora Corp.	Synthacalk GC-2+	Polysulfide	M	NS	25	T	NT	I	M	G	A	--	
Pecora Corp.	890 FTS	Silicone	S	NS	100/50	--	NT	--	M	G	A	O	
Dow Corning Corp.	DOWSIL 790 Silicone Building Sealant	Silicone	S	NS	100/50	T	NT	--	M	G	A	O	
Pecora Corp.	890 FTS/TXTR	Silicone	S	NS	100/50	--	NT	--	M	G	A	O	
Pecora Corp.	890 NST	Silicone	S	NS	100/50	--	NT	--	M	G	A	O	
Sika Corp. U.S.	Sika Sil WS-290	Silicone	S	NS	100/50	--	NT	--	M	G	A	O	
Tremco	Spectrem 1	Silicone	S	NS	100/50	--	NT	--	M	G	A	O	
Dow Corning Corp.	DOWSIL 756 SMS Silicone Building Sealant	Silicone	S	NS	50	--	NT	--	M	G	A	O	
Dow Corning Corp.	DOWSIL 791 Silicone Weatherproofing Sealant	Silicone	S	NS	50	--	NT	--	M	G	A	O	
Dow Corning Corp.	DOWSIL 795 Silicone Building Sealant	Silicone	S	NS	50	--	NT	--	--	G	A	O	
Pecora Corp.	895 NST	Silicone	S	NS	50	--	NT	--	M	G	A	O	
Pecora Corp.	864 NST Silicone Sealant	Silicone	S	NS	50	--	NT	--	M	G	A	O	
Sika Corp. U.S.	Sikasil WS-295	Silicone	S	NS	50	--	NT	--	M	G	A	O	
Tremco	Spectrem 2	Silicone	S	NS	50	--	NT	--	M	G	A	O	
Dow Corning Corp.	DOWSIL Contractors Weatherproofing Sealant	Silicone	S	NS	35	--	NT	--	M	--	A	O	
Dow Corning Corp.	DOWSIL 758 Silicone Weather Barrier Sealant	Silicone	S	NS	25	--	NT	--	--	G	A	O	
Pecora Corp.	AVB Silicone Sealant	Silicone	S	NS	25	--	NT	--	M	G	A	O	
BASF Const. Chemicals	MasterSeal NP 150	STPE	S	NS	100/50	--	NT	--	M	--	A	O	
Pecora Corp.	DynaTrol I-XL Hybrid	STPU	S	NS	50	--	NT	I	M	G	A	O	
Pecora Corp.	Urexpam NR-201	STPU	S	P	25	T	NT	--	M	--	A	O	
Sika Corp. U.S.	Sikaflex 15 LM	Urethane	S	NS	100/50	T	NT	--	M	G	A	O	
BASF Const. Chemicals	MasterSeal NP 100	Urethane	S	NS	50	--	NT	--	M	--	A	O	
Pecora Corp.	Dynatrol II	Urethane	M	NS	50	--	NT	--	M	G	A	O	
Tremco	Dymonic 100	Urethane	S	NS	50	T	NT	I	M	--	A	O	
Bostik	Bostik 915	Urethane	S	NS	35	--	NT	--	M	--	A	--	
Bostik	Bostik 915FS	Urethane	S	NS	35	--	NT	--	M	--	A	--	
Bostik	915FS	Urethane	S	NS	35	--	NT	--	M	G	A	--	
Sherwin-Williams	Loxon S1 Smooth Polyurethane Sealant	Urethane	S	NS	35	T	NT	--	M	--	A	O	
Sika Corp. U.S.	Sikaflex 1a	Urethane	S	NS	35	T	NT	I	M	G	A	O	
Bostik	Bostik 505	Urethane	M	NS	25	T	--	--	M	G	A	--	
Bostik	Chem-Calk 915	Urethane	S	NS	25	--	NT	--	M	--	A	--	
Bostik	Chem-Calk 505	Urethane	M	NS	25	T	NT	--	M	G	A	--	
Bostik	Chem-Calk 915	Urethane	S	NS	25	--	NT	--	M	--	A	--	
Pecora Corp.	NR-201	Urethane	S	P	25	T	NT	--	M	--	A	O	
Pecora Corp.	Dynatrol I-XL	Urethane	S	NS	25	T	NT	I	M	G	A	O	

						USE RELATED TO							
MANUFACTURER	PRODUCT	CHEMISTRY	TYPE	GRADE	MOVEMENT CLASS	EXPOSURE			SUBSTRATE				
						T	NT	I	M	G	A	O	
DEFINITIONS													
Type: S = Single Component; M = Multiple Component													
Grade: NS = Non-Sag; P = Pourable or Self-Leveling													
Class: Numerical values represent percent elongation/compression capability; "Min" implies "minimal"													
Exposure: T = Traffic; NT = Non-Traffic; I = Immersion Service													
Uses: M = Mortar; G = Glass; A = Aluminum; O = Other													

END OF SCHEDULE 07 92 00.14

Y:\Dropbox (WDEO)\2020\2020.S19 WSU McGregor Elevator\04 Specs\2020-09-02\_Bids\89495273.xlsx]JOINT SEALANT PRODUCTS SCHEDULE

## SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section includes hollow-metal work.

#### 1.02 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

#### 1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include elevations, door edge details, frame profiles, metal thicknesses, preparations for hardware, and other details.

#### 1.04 INFORMATIONAL SUBMITTALS

- A. Product test reports.

### PART 2 - PRODUCTS

#### 2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Amweld International, LLC.
  2. Ceco Door Products; an Assa Abloy Group company.
  3. Curries Company; an Assa Abloy Group company.
  4. Republic Doors and Frames.
  5. Steelcraft; an Ingersoll-Rand company.

#### 2.02 REGULATORY REQUIREMENTS

- A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
  1. Smoke- and Draft-Control Assemblies: Provide an assembly with gaskets listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.

#### 2.03 INTERIOR DOORS AND FRAMES

- A. Fire-Rated Doors: Per ANSI/SDI A250.8.
  1. Heavy-Duty Level 2 and Physical Performance Level B; Model 1 - Full Flush.
  2. Door Face Metal Thickness: 18 gage, 0.042 inch, minimum.
  3. Type and Thickness: As indicated on Door Schedule.
  4. Fire Rating: As indicated on Door Schedule.

5. Top Closures: Inverted closure channel of same material as face sheets, with top and door faces aligned.
6. Core: Mineral board.
7. Door Edge Profile: Manufacturers standard for application indicated.

B. Frames:

1. Materials: Uncoated, steel sheet, minimum thickness of 16 gage, 0.053 inch.
2. Construction: Face welded.

C. Exposed Finish: Prime.

## 2.04 FRAME ANCHORS

A. Jamb Anchors:

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.

B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch, and as follows:

1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

## 2.05 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

C. Power-Actuated Fasteners in Concrete: From corrosion-resistant materials.

D. Grout: ASTM C 476, except with a maximum slump of 4 inches, as measured according to ASTM C 143/C 143M.

E. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat.

## 2.06 FABRICATION

A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.

1. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
2. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
3. Jamb Anchors: Provide number and spacing of anchors as follows:

- a. Masonry Type: Locate anchors not more than 16 inches from top and bottom of frame. Space anchors not more than 32 inches o.c., to match coursing, and as follows:
    - 1) Three anchors per jamb from 60 to 90 inches high.
- 4. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers.
  - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
- C. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
  - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
  - 2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.
- D. Stops and Moldings: Provide stops and moldings around glazed lites and louvers where indicated. Form corners of stops and moldings with butted hairline joints.
  - 1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow-metal work.
  - 2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
  - 3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
  - 4. Provide loose stops and moldings on inside of hollow-metal work.
  - 5. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.

## 2.07 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
  - 1. Shop Primer: SDI A250.10.

## 2.08 ACCESSORIES

- A. Grout Guards: Formed from same material as frames, not less than 0.016 inch thick.

# PART 3 - EXECUTION

## 3.01 INSTALLATION

- A. Hollow-Metal Frames: Install hollow-metal frames of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
  - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    - a. At fire-rated openings, install frames according to NFPA 80.
    - b. Install door silencers in frames before grouting.
    - c. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    - d. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
    - e. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.
  - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.

- a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
  - 3. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout.
  - 4. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
    - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
    - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
  - B. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
    - 1. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
- 3.02 ADJUSTING AND CLEANING
- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
  - B. Remove grout and other bonding material from hollow-metal work immediately after installation.
  - C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

END OF SECTION 08 11 13

## SECTION 08 71 00 - DOOR HARDWARE

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.02 SUMMARY

- A. This Section includes commercial door hardware for the following:
  - 1. Swinging doors.
  - 2. Sliding doors.
  - 3. Other doors to the extent indicated.
- B. Door hardware includes, but is not necessarily limited to, the following:
  - 1. Mechanical door hardware.
  - 2. Electromechanical door hardware.
  - 3. Automatic operators.
  - 4. Cylinders specified for doors in other sections.
- C. Related Sections:
  - 1. Division 08 Section "Door Hardware Schedule".
  - 2. Division 08 Section "Hollow Metal Doors and Frames".
  - 3. Division 08 Section "Flush Wood Doors".
  - 4. Division 08 Section "Aluminum-Framed Entrances and Storefronts".
  - 5. Division 28 Section "Access Control".
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
  - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
  - 2. ICC/IBC - International Building Code.
  - 3. NFPA 70 - National Electrical Code.
  - 4. NFPA 80 - Fire Doors and Windows.
  - 5. NFPA 101 - Life Safety Code.
  - 6. NFPA 105 - Installation of Smoke Door Assemblies.
  - 7. Michigan Building Code 2015, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards:
  - 1. ANSI/BHMA Certified Product Standards - A156 Series
  - 2. UL10C - Positive Pressure Fire Tests of Door Assemblies

#### 1.03 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door



Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
  2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
  3. Content: Include the following information:
    - a. Type, style, function, size, label, hand, and finish of each door hardware item.
    - b. Manufacturer of each item.
    - c. Fastenings and other pertinent information.
    - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
    - e. Explanation of abbreviations, symbols, and codes contained in schedule.
    - f. Mounting locations for door hardware.
    - g. Door and frame sizes and materials.
    - h. Warranty information for each product.
  4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Shop Drawings: Details of electrified access control hardware indicating the following:
1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
    - a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
    - b. Complete (risers, point-to-point) access control system block wiring diagrams.
    - c. Wiring instructions for each electronic component scheduled herein.
  2. Electrical Coordination: Coordinate with related sections the voltages and wiring details required at electrically controlled and operated hardware openings.
- D. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
- E. Proof of Compliance: (California located Projects): Provide a list of product(s) containing chemicals known to cause cancer or reproductive toxicity as defined by the Office of Environmental Health Hazard Assessment (OEHHHA) under Proposition 65 (CA Code of Regulations, Title 27, Section 27001). The list includes the specific chemical(s), if the chemical will be exposed to consumers, the means of warning, and an illustration of the label.
- F. Informational Submittals:
1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

- G. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Procedures.

#### 1.04 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
- D. Door Hardware Standards and Guidelines: Prepare Door Hardware specification documents in accordance with the Owner's approved ASSA ABLOY Virtual Design Guide (VDG) standard for door opening products and applications.
- E. Building Information Modeling (BIM) Qualifications: BIM software tools and processes are used to produce and support data integration of product and technical information used in specifications, submittals, project reviews, decision support, and quality assurance during all phases of Project design, construction, and facility management. Door and hardware schedules and the associated product data parameters are to be derived, updated, and fully integrated with the coordinated BIM.
  - 1. Door Hardware BIM Software Tool: Openings Studio™ is the designated BIM software suite to be used in a coordinated effort with architects, contractors and trades to integrate Project product data and information into the coordinated Record BIMs and associated applications..
- F. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
  - 1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
  - 2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.
- G. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- H. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
  - 1. Function of building, purpose of each area and degree of security required.
  - 2. Plans for existing and future key system expansion.
  - 3. Requirements for key control storage and software.
  - 4. Installation of permanent keys, cylinder cores and software.

5. Address and requirements for delivery of keys.

- I. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
  - 1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
  - 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
  - 3. Review sequence of operation narratives for each unique access controlled opening.
  - 4. Review and finalize construction schedule and verify availability of materials.
  - 5. Review the required inspecting, testing, commissioning, and demonstration procedures
- J. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.06 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.
- C. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.
- D. Building Information Modeling (BIM) Support: Utilize designated BIM software tools and obtain training needed to successfully participate in the Project BIM processes. All technical disciplines are responsible for the product data integration and data reliability of their Work into the coordinated BIM applications.

## 1.07 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
  - 1. Structural failures including excessive deflection, cracking, or breakage.
  - 2. Faulty operation of the hardware.
  - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - 4. Electrical component defects and failures within the systems operation.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
  - 1. Ten years for mortise locks and latches.
  - 2. Five years for exit hardware.
  - 3. Twenty five years for manual surface door closer bodies.
  - 4. Five years for motorized electric latch retraction exit devices.
  - 5. Two years for electromechanical door hardware.

## 1.08 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

## PART 2 - PRODUCTS

### 2.01 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
- B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:
  - 1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
- C. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

## 2.02 HANGING DEVICES

- A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets.
1. Quantity: Provide the following hinge quantity:
    - a. Two Hinges: For doors with heights up to 60 inches.
    - b. Three Hinges: For doors with heights 61 to 90 inches.
    - c. Four Hinges: For doors with heights 91 to 120 inches.
    - d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
  2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
    - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
    - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
  3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
    - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
    - b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
  4. Hinge Options: Comply with the following:
    - a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.
  5. Manufacturers:
    - a. Hager Companies (HA) - CB Series.
    - b. McKinney Products; ASSA ABLOY Architectural Door Accessories (MK) - MacPro Series.
    - c. McKinney Products; ASSA ABLOY Architectural Door Accessories (MK) - TA Series.
    - d. Stanley Hardware (ST) - CB Series.

## 2.03 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.
1. Manufacturers:
    - a. Stanley Best (BE).
    - b. No Substitution.
- B. Cylinders: Original manufacturer cylinders complying with the following:
1. Mortise Type: Threaded cylinders with rings and cams to suit hardware application.
  2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
  3. Bored-Lock Type: Cylinders with tailpieces to suit locks.
  4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
  5. Keyway: Match Facility Standard.
- C. Permanent Cores: Manufacturer's standard; finish face to match lockset; complying with the following:
1. Interchangeable Cores: Core insert, removable by use of a special key; usable with other manufacturers' cylinders.
- D. Keying System: Each type of lock and cylinders to be factory keyed.

1. Conduct specified "Keying Conference" to define and document keying system instructions and requirements.
  2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
  3. Existing System: Field verify and key locks to match Owner's existing system.
- E. Key Quantity: Provide the following minimum number of keys:
1. Change Keys per Cylinder: Three (3).
  2. Master Keys (per Master Key Level/Group): Five (5).
  3. Construction Keys (where required): Ten (10).
  4. Construction Control Keys (where required): Two (2).
  5. Permanent Control Keys (where required): Two (2).
- F. Construction Keying: Provide temporary keyed construction cores.
- G. Key Registration List (Bitting List):
1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
  2. Provide transcript list in writing or electronic file as directed by the Owner.

## 2.04 MECHANICAL LOCKS AND LATCHING DEVICES

- A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 certified. Locksets are to be manufactured with a corrosion resistant steel case and be field-reversible for handing without disassembly of the lock body.
1. Extended cycle test: Locks to have been cycle tested in ordinance with ANSI/BHMA 156.13 requirements to 10 million cycles.
  2. Provide status indicators with highly reflective color and wording for "locked/unlocked" or "vacant/occupied" with custom wording options if required. Indicator to be located above the cylinder with the inside thumb-turn not blocking the visibility of the indicator status. Indicator window size to be a minimum of 2.1" x 0.6" with a curved design allowing a 180 degree viewing angle with protective covering to prevent tampering.
  3. Manufacturers:
    - a. Corbin Russwin Hardware (RU) - ML2000 Series.

## 2.05 DOOR CLOSERS

- A. All door closers specified herein shall meet or exceed the following criteria:
1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.
  2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
  3. Cycle Testing: Provide closers which have surpassed 15 million cycles in a test witnessed and verified by UL.
  4. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.
  5. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
  6. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.

7. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.
- B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.
  1. Manufacturers:
    - a. Corbin Russwin Hardware (RU) - DC6000 Series.
    - b. LCN Closers (LC) - 4040 Series.
    - c. Norton Door Controls (NO) - 7500 Series.

## 2.06 ARCHITECTURAL TRIM

- A. Door Protective Trim
  1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
  2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
  3. Where plates are applied to fire rated doors with the top of the plate more than 16" above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer's catalog and template book for specific requirements for size and applications.
  4. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:
    - a. Stainless Steel: 300 grade, .050-inch thick.
  5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.
  6. Manufacturers:
    - a. Hager Companies (HA).
    - b. Hiawatha, Inc. (HI).
    - c. Ives (IV).
    - d. Rockwood Products; ASSA ABLOY Architectural Door Accessories (RO).

## 2.07 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.
  1. Manufacturers:
    - a. Hager Companies (HA).
    - b. Hiawatha, Inc. (HI).
    - c. Ives (IV).
    - d. Rockwood Products; ASSA ABLOY Architectural Door Accessories (RO).

- C. Overhead Door Stops and Holders: ANSI/BHMA A156.6, Grade 1 certified overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.
  - 1. Manufacturers:
    - a. Glynn Johnson (GJ).
    - b. Rixson Door Controls (RF).

## 2.08 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
  - 1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.
- C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
  - 1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.
- D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.
- E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- F. Manufacturers:
  - 1. Pemko Products; ASSA ABLOY Architectural Door Accessories (PE).
  - 2. Reese Enterprises, Inc. (RE).

## 2.09 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

## 2.10 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware



- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

#### 3.02 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.

#### 3.03 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
  - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
  - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
  - 2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
  - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
  - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

### 3.04 FIELD QUALITY CONTROL

- A. Field Inspection (Punch-Out Report): Reference Division 01 Section "Closeout Procedures". Final inspect installed door hardware and state in report whether work complies with or deviates from specification requirements, including whether door hardware is properly installed, operating and adjusted.
- B. Fire Door Assembly Inspection: Reference Division 01 Sections "Closeout Procedures" and "Cash Allowances" for testing and inspection allowances, including cost of engaging testing agencies, performing on-site inspections, and required documentation reporting.
  - 1. Allowance to perform the inspection and provide report documentation for an initial Fire Door Assembly Inspection upon completion of final hardware installation. A qualified fire door assembly (FDAI) inspector to certify swinging fire door openings are installed in accordance and NFPA 80 Standard for Fire Doors and Other Opening Protectives paragraph 5.2.4, regulatory compliance agencies, and local Authorities Having Jurisdiction (AHJ).
- C. Opening Tags: Affix readable, QR-type label to openings with password protected link-out to Openings Studio™ BIM software suite and the installed door and hardware information.

### 3.05 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

### 3.06 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

### 3.07 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

### 3.08 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

- B. The supplier is responsible for handing and sizing all products and providing the correct option for the appropriate door type and material where more than one is presented in the hardware sets. Quantities listed are for each pair of doors, or for each single door.
- C. Manufacturer's Abbreviations:
1. BE - dormakaba Best
  2. GJ - Glynn-Johnson
  3. LC - LCN Closers
  4. MK - McKinney
  5. MR - Markar
  6. OT - Other
  7. PE - Pemko
  8. RF - Rixson
  9. RO - Rockwood
  10. RU - Corbin Russwin
  11. SA - SARGENT
  12. SU - Securitron
  13. VD - Von Duprin

**Set: 1.0**

Door: Elevator Machine Room

3	Hinge	TA2714 / TA4714	US26D	MK
1	Storeroom Lock	ML2057 NSA LC	626	RU
1	Mort. Cylinder	- match Owner's existing Best key system	626	BE
1	Surface Closer	DC6210 A4	689	RU
1	Kick Plate	K1050 10" high 4BE CSK	US32D	RO
1	Smoke / Sound Seal	S88D - head and jambs		PE

Notes: Function: Latch bolt operated by key outside or lever inside. Outside lever always rigid. Inside lever always free for egress.

END OF SECTION 08 71 00

## SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. Suspension systems for interior gypsum ceilings and soffits.

#### 1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.01 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: Provide materials and construction identical to those tested according to ASTM E 119.

#### 2.02 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.
- B. Hanger Attachments to Concrete:
  - 1. Anchors: Capable of sustaining a load equal to 5 times that imposed as determined by ASTM E 488.
    - a. Type: Postinstalled, chemical anchor or expansion anchor.
  - 2. Powder-Actuated Fasteners: Capable of sustaining, a load equal to 10 times that imposed as determined by ASTM E 1190.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.
- D. Steel Studs and Runners: ASTM C 645.
  - 1. Minimum Base-Metal Thickness: 0.033 inch.
  - 2. Depth: 3-5/8 inches.

#### 2.03 AUXILIARY MATERIALS

- A. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

### PART 3 - EXECUTION

#### 3.01 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
  - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

- C. Install bracing at terminations in assemblies.

### 3.02 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Suspend framing from building structure as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
    - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
  - 3. Do not attach hangers to steel roof deck.
  - 4. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
  - 5. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
  - 6. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- C. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- D. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 09 22 16

## SECTION 09 29 00 - GYPSUM BOARD

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section includes the following:
  - 1. Interior gypsum board.

#### 1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.01 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated and Sound-Improved Assemblies: For STC-rated and sound-improved assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

#### 2.02 INTERIOR GYPSUM BOARD

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following :
  - 1. American Gypsum.
  - 2. CertainTeed Corp.
  - 3. Georgia-Pacific Gypsum LLC.
  - 4. Lafarge North America Inc.
  - 5. National Gypsum Company.
  - 6. PABCO Gypsum.
  - 7. Temple-Inland.
  - 8. USG Corporation.
  - 9. Comparable products by other manufacturers will not be considered.
- B. Gypsum Board, Type X: ASTM C 1396/C 1396M.
  - 1. Thickness: 5/8 inch.
  - 2. Long Edges: Tapered.

#### 2.03 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
  - 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.

#### 2.04 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:

1. Interior Gypsum Board: Paper.

- C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

## 2.05 AUXILIARY MATERIALS

- A. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
- B. Acoustical Joint Sealant: As specified in Division 07 Section "Joint Sealants."

## PART 3 - EXECUTION

### 3.01 APPLYING AND FINISHING PANELS

- A. Comply with ASTM C 840.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- D. STC-Rated and Sound-Improved Assemblies: Comply with ASTM C 919.

### 3.02 INSTALLING TRIM ACCESSORIES

- A. Install trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

### 3.03 FINISHING GYPSUM BOARD

- A. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- B. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- C. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
1. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
    - a. Primer and its application to surfaces are specified in Division 09 Section "Painting."

### 3.04 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

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END OF SECTION 09 29 00

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## SECTION 09 91 00 - PAINTING

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on exposed interior substrates.

#### 1.02 DEFINITIONS

- A. Exposed Surfaces: Surfaces of products, assemblies, and components visible from any angle after final installation. Includes internal surfaces visible when operable doors, panels or drawers are open, and surfaces visible behind registers, grilles, or louvers.
- B. Concealed Surfaces: Surfaces permanently hidden from view in finished construction and which are only visible after removal or disassembly of part or all of product or assembly.
- C. Inaccessible Spaces: Spaces not intended for human use.
- D. System DFT: Dry film thickness of entire coating system unless otherwise noted.

#### 1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Color and Gloss Verification: For each finish and for each color required, prepare two samples of each opaque finish coating specified in each color and gloss scheduled for appearance verification. Resubmit until required gloss and color are achieved.
  - 1. Prepare on manufacturer's standard draw-down cards. Apply sufficient coating thickness to provide proper hiding and appearance.
  - 2. Label each sample to indicate material, color, and gloss.
- C. Product List: Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

### PART 2 - PRODUCTS

#### 2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Benjamin Moore & Co.
  - 2. PPG Architectural Finishes, Inc.
  - 3. Sherwin-Williams Co.
  - 4. Comparable products by other manufacturers will be considered.

#### 2.02 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

- B. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Colors: As indicated by manufacturer's designations in the Finish Material Schedule.

## 2.03 PAINT PRODUCTS

- A. Refer to separate Paint Products Schedule for specific paint products required.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Masonry: 12 percent.
  - 2. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.

### 3.03 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- C. Painting Mechanical and Electrical Work: Paint surfaces visible in the finished construction as follows:
  - 1. Paint items exposed in occupied spaces including, but not limited to, the following:
    - a. Mechanical Work:
      - 1) Uninsulated ferrous metal piping.
      - 2) Pipe hangers and supports.
      - 3) Mechanical equipment and tanks with factory-primed finish that are indicated to receive field finish paint.
    - b. Electrical Work:
      - 1) Conduits, raceways, and wiring device boxes. Do not paint wiring devices or covers unless specifically indicated to be field painted.
      - 2) Electrical equipment that is indicated to have a factory-primed finish for field painting.
  - 2. Paint items exposed in equipment rooms including, but not limited to, the following:
    - a. Mechanical Work:
      - 1) Uninsulated ferrous metal piping.
      - 2) Pipe hangers and supports.
      - 3) Mechanical equipment and tanks with factory-primed finish that are indicated to receive field finish paint.
    - b. Electrical Work:
      - 1) Electrical equipment that is indicated to have a factory-primed finish for field painting.

### 3.04 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.05 PAINTING SCHEDULE

- A. Refer to separate Paint Systems Schedule for areas of application and color selection.

END OF SECTION 09 91 00

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## PAINT SYSTEMS SCHEDULE

					MPI Paint Numbers				
Surface	MPI System	Coating System Description	Gloss Level	Vehicle	Coat 1	Coat 2	Coat 3	Coat 4	Notes
INTERIOR SURFACES									
Structural Steel and Metal Fabrications (columns, beams, joists, etc.)									
	INT 5.1S	Institutional low odor / low VOC	G5 - Semi	Latex	107	147	147		
Galvanized Metal (doors, frames, railings, misc. steel, pipes, overhead decking, ducts, etc.)									
	INT 5.3N	Institutional low odor / low VOC	G5 - Semi	Latex	134	147	147		
Plaster and Gypsum Board (gypsum wallboard, drywall, "sheet rock type material", etc., and textured finishes)									
	INT 9.2M	Institutional low odor / low VOC	G3 - Egg	Latex	50	145	145		
	INT 9.2M	Institutional low odor / low VOC	G5 - Semi	Latex	50	147	147		

### NOTES

- General If selected manufacture does not have an MPI evaluated product listed in the Paint Products Schedule, submit manufaturer's recommended alternate product for approval
- General If gloss level is not scheduled on Room Schedule or Code Schedule or elsewhere on Drawings, verify required gloss level with Architect prior to or as part of submittal process

Y:\Dropbox (WDEO)\2020\2020.S19 WSU McGregor Elevator\04 Specs\2020-09-02\_Bids\89595273.xlsx\PAINT SYSTEMS SCHEDULE

## MPI PAINT PRODUCT NUMBER SCHEDULE

MPI #	Category Name
50	Primer Sealer, Latex, Interior
107	Primer, Rust-Inhibitive, Water Based
134	Primer, Galvanized, Water Based
145	Latex, Interior, Institutional Low Odor/VOC, ( MPI Gloss Level 3)
147	Latex, Interior, Institutional Low Odor/VOC, Semi-Gloss (MPI Gloss Level 5)

END OF SCHEDULE 09 91 00.15

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## SECTION 14 21 00 - ELECTRIC TRACTION ELEVATORS

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section includes replacement of an existing hydraulic elevator with a new electric traction passenger elevator.
- B. Products Specified in This Section for Installation Under Other Sections:
  - 1. Furnish sleeves, inserts, and anchoring devices with templates and installation instructions for installation.
- C. Related Requirements:
  - 1. Contracting Requirements of Div. 00 Documents apply to, and are a component part of, this Section.
  - 2. General Requirements of Div. 01 Specification Sections apply to, and are a component part of, this Section.
  - 3. Div. 05 Section "METAL FABRICATIONS" for the following:
    - a. Attachment plates and angle brackets for supporting guide-rail brackets.
    - b. Hoist beams.
    - c. Structural-steel shapes for subsills.
    - d. Pit ladders.
    - e. Sump covers.
    - f. Cants in hoistways made from steel sheet.
  - 4. Facility Services Subgroup Sections (Div. 20-29) for the following:
    - a. Sump pumps in elevator pits.
    - b. Telephone service for elevators.
    - c. Internet connection to elevator controllers for remote monitoring of elevator performance.
    - d. Smoke detectors in elevator lobbies to initiate emergency recall operation and heat detectors in shafts and machine rooms to disconnect power from elevator equipment before sprinkler activation and for connection to elevator controllers.

#### 1.02 REFERENCES

- A. Definitions:
  - 1. Definitions in ASME A17.1/CSA B44 apply to work of this Section.
  - 2. Machine-Room-Less (MRL): Elevator design permitting the machine to be mounted within the hoistway itself eliminating the need for a machine room.
- B. Reference Standards: Perform Work according to standards specified and as follows unless modified by requirements in the Contract Documents.
  - 1. Maintain on site a copy of each standard affecting the Work of this Section.
  - 2. American Society of Mechanical Engineers:
    - a. ASME A17.1/CSA B44 - Safety Code for Elevators and Escalators,

#### 1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination
  - 1. Coordinate installation of sleeves, block outs, elevator equipment with integral anchors, and other items that are embedded in concrete or masonry for elevator equipment.
  - 2. Furnish templates, sleeves, elevator equipment with integral anchors, and installation instructions and deliver to Project site in time for installation.



3. Coordinate locations and dimensions of other work relating to elevators including pit ladders; sumps and floor drains in pits; entrance subsills; electrical service; and electrical outlets, lights, and switches in hoistways, pits, and machine rooms.

- B. Preinstallation Meetings: Conduct at Project site minimum one week prior to commencing work of this Section.

#### 1.04 ACTION SUBMITTALS

- A. Product Data: Include capacities, sizes, performances, operations, safety features, finishes, and similar information. Include product data for car enclosures, hoistway entrances, and operation, control, and signal systems.
- B. Shop Drawings: Include the following Project specific drawings:
  1. Car floor plans, interior elevations, and reflected ceiling plan showing finishes and locations of controls and fixtures. Show locations of emergency access doors, car doors, and frames.
  2. Sections and large-scale details of hoistway including, but not limited to:
    - a. Service at each landing.
    - b. Coordination with building structure.
    - c. Clearances and over travel.
    - d. Relationships with other construction.
    - e. Locations of hoistway equipment including counterweight, sheaves, machine and sheave beams, guide rails, buffers, ropes, traveling cables, and other components.
  3. Large-scale layout of car-control station, and hall call stations.
  4. Driving machine, controller, selector, governor, and other component locations.
  5. Locations of components in machine room. Show machine room arrangement so that equipment can be removed for repairs without disturbing other components. Arrange equipment for clear passage through doors and access doors.
  6. Indicate maximum dynamic and static loads imposed on building structure at points of support including, but not limited to:
    - a. Rail bracket spacing and maximum loads imposed on guide rails requiring transfer to structure.
    - b. Individual weight of principle components and load reactions at points of support.
    - c. Loads on hoisting beams.
  7. Electrical characteristics and connection requirements including maximum and average power demands.
    - a. Show location of connections for car power and communication devices.
    - b. Show interface with building security and fire alarm systems.
    - c. Indicate expected heat dissipation of elevator equipment.
- C. Samples: For each type and color of the following exposed finish materials for verification.
  1. Finish Materials: Textured stainless-steel sheet
  2. Sample Size:
    - a. 4 inches square for sheet materials.

#### 1.05 INFORMATIONAL SUBMITTALS

- A. Certificates: As follows:
  1. Manufacturer's certificate.
  2. Inspection certificates and operating permits.
- B. Sample warranties.
- C. Quality Control Submittals: As follows

1. Field quality control test reports.
- D. Continuing Maintenance Proposal: Submit a continuing maintenance proposal from Installer to Owner, in the form of a standard one-year maintenance agreement, starting on date initial maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.
  1. Include, at the time of bidding, a schedule of hourly labor, service call rates, and other related costs for repairs not covered by the warranty.
- E. Qualification Statements for manufacturer and installer.
  1. Include manufacturer's approval for installer.
- 1.06 CLOSEOUT SUBMITTALS
  - A. Executed continuing maintenance agreement.
  - B. Operation and maintenance data.
    1. Also include diagnostic and repair information available to manufacturer's and Installer's maintenance personnel.
- 1.07 MAINTENANCE MATERIAL SUBMITTALS
  - A. Tools: Special tools required to maintain elevator system including access codes and interface for controller.
- 1.08 QUALITY ASSURANCE
  - A. Qualifications: As follows:
    1. Manufacturer Qualifications: Minimum 5 years experience under current organizational structure.
    2. Installer Qualifications: Minimum 5 years experience under current organizational structure.
      - a. Company: Elevator manufacturer, an authorized representative of manufacturer, or an employer of workers trained and approved by manufacturer for installation and maintenance of elevators.
      - b. Maintenance Proximity: Maintain, within 2 hours' normal travel time from Installer's place of business to Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
  - B. Certifications: As follows:
    1. Manufacturer Certificates: Signed by elevator manufacturer certifying that hoistway, pit, and machine room layout and dimensions, as shown on Drawings, and electrical service as shown and specified, are adequate for elevator system being provided.
    2. Inspection and Acceptance Certificates and Operating Permits: As required by authorities having jurisdiction for normal, unrestricted elevator use.
- 1.09 WARRANTY
  - A. Standard Warranty: Furnish manufacturer's standard one year warranty.
    1. Failures include, but are not limited to, operation or control system failure, including excessive malfunctions; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Basis of Design Product: Monospace 500 by KONE Inc. or comparable product by one of the following:
  - 1. Otis Elevator Co.
  - 2. Schindler Elevator Corp.
  - 3. ThyssenKrupp Elevator.
  - 4. Comparable products by other manufacturers will be considered.
- B. Source Limitations: Obtain elevator, including the following from single manufacturer.
  - 1. Elevator System: Unless otherwise indicated, use manufacturer's standard elevator systems and components as required for complete system.
  - 2. Major elevator components, including driving machines, controllers, signal fixtures, door operators, car frames, cars, and entrances, shall be manufactured by the prime elevator manufacturer.
  - 3. Obtain secondary and incidental components from prime elevator system manufacturer or from manufacturers approved by prime elevator system manufacturer.

### 2.02 DESCRIPTION

- A. Regulatory Requirements:
  - 1. Comply with ASME A17.1/CSA B44.
  - 2. Accessibility Requirements: Comply with Section 407 in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and with ICC A117.1.
  - 3. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

### 2.03 DESIGN CRITERIA

- A. Surface-Burning Characteristics of Flammable Components: ASTM E 84; Class A.

### 2.04 PASSENGER ELEVATORS

- A. Elevator Description:
  - 1. Machine Type: Gearless traction.
  - 2. Machine Location: Hoistway; no machine room is provided (MRL).
  - 3. Rated Load: 3500 pounds.
  - 4. Rated Speed: 150 feet per minute.
  - 5. Stops: Three front; zero rear.
  - 6. Car Size: Custom fit car and platform size to fit existing shaftway.
    - a. Inside Height: 7'-2" to underside of ceiling.
  - 7. Hoistway Entrances:
    - a. Width: 48 inches.
    - b. Height: 7'-0".
    - c. Type: Two-speed side sliding.
  - 8. Operation System: Selective-collective automatic operation.
  - 9. Auxiliary Operations:
    - a. Battery-powered automatic evacuation.

## 2.05 TRACTION SYSTEMS

- A. MRL Elevator Machines: Permanent magnet, variable-voltage, variable-frequency, ac-type hoisting machines and solid-state power converters.
  - 1. Provide regenerative or non-regenerative system.
    - a. Limit total harmonic distortion of regenerated power to 5 percent per IEEE 519.
    - b. Provide means for absorbing regenerated power when elevator system is operating on standby power.
  - 2. Provide line filters or chokes to prevent electrical peaks or spikes from feeding back into building power system.
- B. Fluid for Hydraulic Buffers: Fire-resistant fluid.
- C. Inserts: Furnish required concrete and masonry inserts and similar anchorage devices for installing guide rails, machinery, and other components of elevator work. Device installation is specified in another Section.
- D. Machine Beams: Provide steel framing to support elevator hoisting machine and deflector sheaves from the building structure.
- E. Car Frame and Platform: Bolted- or welded-steel units.
- F. Guides: Roller guides or polymer-coated, nonlubricated sliding guides. Provide guides at top and bottom of car and counterweight frames.

## 2.06 OPERATION SYSTEMS

- A. General: Provide manufacturer's standard microprocessor operation systems as required to provide type of operation indicated.
- B. Auxiliary Operations: In addition to primary operation system features, provide the following operational features for elevators where indicated:
  - 1. Auxiliary Power Lowering: Per ASME A17.1/CSA B44.
    - a. Single-Car: Powered by rechargeable battery with automatic recharging system.

## 2.07 DOOR REOPENING DEVICES

- A. Infrared Array: Provide door reopening device with uniform array of 36 or more microprocessor-controlled, infrared light beams projecting across car entrance. Interruption of one or more light beams shall cause doors to stop and reopen.
- B. Nudging Feature: After car doors are prevented from closing for predetermined adjustable time, through activating door reopening device, a loud buzzer shall sound and doors shall begin to close at reduced kinetic energy.

## 2.08 CAR ENCLOSURES

- A. General: Provide with car roof, access doors, power door operators, and ventilation.
  - 1. Provide standard car-top railings complying with ASME A17.1/CSA B44 where required by ASME A17.1/CSA B44.
- B. Car Enclosure Finishes: Provide manufacturer's standard car design with finishes as follows:
  - 1. Front Walls (Return Panels): Stainless steel.
  - 2. Door Faces (Interior): Stainless steel.

3. Door Sills: Aluminum, mill finish.
4. Car Fixtures: Stainless steel.
5. Side and Rear Wall Panels: Textured stainless steel.
6. Base: Stainless steel.
7. Ceiling: Suspended metal pan ceiling with downlights.
8. Floor: Rolled stainless steel floor plate; 1/8 inch thick.
9. Handrails: Manufacturer's standard stainless steel flat bar; 1/4 by 4 inch; at sides and rear of car.

- C. Car Construction: Manufacturer's standard construction, but not less than the following:
1. Subfloor: Exterior, underlayment grade plywood, not less than 5/8-inch nominal thickness.
  2. Shell: Enameled or powder-coated steel car enclosures to receive removable wall panels.
  3. Removable Metal Wall Panels: Flush, hollow-metal construction; fabricated from metal sheet as specified.
  4. Fabricate car with recesses and cutouts for signal equipment.
  5. Fabricate car door frame integrally with front wall of car.
  6. Metal Doors: Flush, hollow-metal construction; fabricated from finish metal sheet or by laminating finish metal sheet to exposed faces and edges of cold-rolled steel doors using adhesive that fully bonds metal to metal without telegraphing or oil-canning.
  7. Sight Guards: Provide sight guards on car doors.
  8. Sills: Extruded metal, with grooved surface, 1/4 inch thick.
  9. Metal Ceiling: Flush panels with concealed suspension support. Install three low-voltage halogen downlights in the center of each panel. Align ceiling panel joints with joints between wall panels.
  10. Inspection Certificate: Provide in each car, mounted under acrylic cover with frame made from metal matching front returns.
  11. Provide hooks for protective pads and one complete set of full-height protective pads.

## 2.09 HOISTWAY ENTRANCES

- A. Hoistway Entrance Assemblies: Manufacturer's standard horizontal-sliding, door hoistway entrances complete with track systems, hardware, sills, and accessories. Reuse existing frame.
- B. Fire-Rated Hoistway Entrance Assemblies: Door and frame assemblies shall comply with NFPA 80 and be listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction based on testing at as close-to-neutral pressure as possible according to NFPA 252 or UL 10B.
1. Fire-Protection Rating: 1-1/2 hours.
- C. Hoistway Entrances:
1. Frames: Existing.
  2. Doors: Stainless steel.
  3. Sills: Aluminum, mill finish.
- D. Hoistway Construction: Manufacturer's standards, but not less than the following:
1. Metal Doors: Flush, hollow-metal construction; fabricated from finish metal sheet or by laminating finish metal sheet to exposed faces and edges of cold-rolled steel doors using adhesive that fully bonds metal to metal without telegraphing or oil-canning.
  2. Sight Guards: Provide sight guards on doors matching door edges.
  3. Sills: Extruded metal, with grooved surface, 1/4 inch thick.
  4. Star of Life Symbol: Identify emergency elevators with star of life symbol, not less than 3 inches high, on both inside surfaces of hoistway door frames.
  5. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M.

## 2.10 SIGNAL EQUIPMENT, GENERAL

- A. Provide hall-call and car-call buttons that light when activated and remain lit until call has been fulfilled. Fabricate lighted elements with LED illumination.
  - 1. Pushbutton Design: Manufacturer's standard.

## 2.11 CAR SIGNAL EQUIPMENT

- A. Car-Control Stations: Provide manufacturer's standard recessed or semi-recessed car-control stations. Mount in return panel adjacent to car door unless otherwise indicated.
  - 1. Mark buttons and switches for function. Provide both tactile symbols and Braille.
  - 2. Provide "No Smoking" sign matching car-control station, either integral with car-control station or mounted adjacent to it, with text and graphics as required by authorities having jurisdiction.
- B. Car Position Indicator: Provide illuminated, digital-type car position indicator travel direction arrows, located at top of or above car-control station or above car door. Provide audible signal to indicate to passengers that car is either stopping at or passing each of the floors served.
- C. Emergency Communication System: One-button, hands-free, two-way voice communication system, with visible signal and with emergency override on call-in-progress to University Public Safety Department, and voice/location identification signal which dials preprogrammed number of monitoring station and does not require handset use. System is contained in flush-mounted cabinet, with identification, instructions for use, and battery backup power supply. Provide system testing and programming with University system.
  - 1. Basis of Design Product: Model R833 with Model 906 Flush Mount Bezel by Ramtel Corp., 115 Railroad Ave; Johnston, RI 02919 (formerly Ramtech). Contact Ramtel for the OEM version of the phone to be integrated into the control panel trim; Phone 401-231-3340; Fax 401-231-3396. Email: eakelley@ramtel.com
  - 2. Substitutions will not be considered.
- D. Firefighters' Two-Way Telephone Communication Service: Provide telephone jack or flush-mounted cabinet in each car and required conductors in traveling cable for firefighters' two-way telephone communication service specified in Facility Services Subgroup Sections Div. 20-29.
- E. Provide spare conductors in traveling cables for power and telephone use.

## 2.12 HALL SIGNAL EQUIPMENT

- A. Hall Fixtures, General: Provide fixtures with finishes as follows:
  - 1. Material: Stainless steel.
- B. Hall Push-Button Stations: Provide manufacturer's standard wall-mounted units. Wall-mount adjacent to hoistway entrances as follows:
  - 1. Single Elevator: Provide one hall push-button station at each landing.
  - 2. Equip units with buttons for calling elevator and for indicating direction of travel.
  - 3. Provide telephone jack in each unit for firefighters' two-way telephone communication service specified in Facility Services Subgroup Sections Div. 20-29.
- C. Hall Lanterns: Provide manufacturer's standard wall-mounted units. Locate as follows:
  - 1. Mount units in both car door jambs.
  - 2. Equip units with illuminated arrows indicating direction of travel; single arrow at terminal landings; double arrow at intermediate landings.

- D. Hall Annunciator: With each hall lantern, provide audible signals indicating car arrival and direction of travel. Signals sound once for up and twice for down.
  - 1. At manufacturer's option, audible signals may be placed on cars.
- E. Emergency Pictorial Signs: Fabricate from materials matching hall push-button stations, with text and graphics as required by authorities having jurisdiction, indicating that in case of fire, elevators are out of service and stairs should be used instead.
  - 1. Provide one sign at each hall push-button station.
  - 2. Integrate signs with hall push-button stations.

## 2.13 MATERIALS AND FINISHES

- A. General: Provide the following materials for exposed parts of elevator car enclosures, car doors, hoistway entrance doors and frames, and signal equipment as indicated.
- B. Metals, General:
  - 1. Metal Surfaces: Provide materials with smooth, flat surfaces unless otherwise indicated. Provide materials without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- C. Stainless Steel:
  - 1. Sheet, Strip, Plate, and Flat Bar: ASTM A 240, Type 304.
  - 2. Bars: ASTM A 276, Type 304.
  - 3. Rolled-Stainless Steel Floor Plate: ASTM A793.
  - 4. Finish:
    - a. General purpose polished finish: No. 4 finish.
- D. Textured Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304 with embossed texture rolled into exposed surface.
  - 1. Product: 5.WL by Rigidized Metals.
  - 2. Comparable products by other manufacturers will be considered.
  - 3. Metal surface is satin polished after texturing.
    - a. Sheet Thickness: 0.018 inch.
    - b. Pattern Depth: 0.015 inch.
- E. Aluminum:
  - 1. Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below.
  - 2. Extruded Bars and Shapes: ASTM B 221.
  - 3. Finish:
    - a. Mill Finish: AA-M10; as fabricated.
- F. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, commercial steel, Type B, exposed, matte finish.
  - 1. Finish (where concealed):
    - a. Prime finished per elevator manufacturer's standards.
  - 2. Finish (where exposed): One of the following:
    - a. Baked-Enamel Finish: Immediately after cleaning and pretreating, apply manufacturer's standard two-coat, baked-enamel finish consisting of prime coat and thermosetting topcoat, with a minimum dry film thickness of 1 mil for topcoat. Comply with paint manufacturer's written instructions for applying and baking to achieve a minimum dry film thickness of 1.4 mils.
      - 1) Color and Gloss: As selected by Architect from manufacturer's full range.

- b. Powder-Coated Finish: Immediately after cleaning and pretreating, electrostatically apply manufacturer's standard baked-polymer finish consisting of a thermosetting powder topcoat. Comply with paint manufacturer's written instructions for applying and baking to achieve a minimum dry film thickness of 1-1/2 mils.
    - 1) Color and Gloss: As selected by Architect from manufacturer's full range.
- G. Composite Wood and Agrifiber Products: Fire-retardant-treated.
  - 1. Wood Moisture Content: 5 to 10 percent.
  - 2. Plywood Combination Subfloor-Underlayment: DOC PS 1, Exposure 1, Underlayment single-floor panels.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION AND PREPARATION

- A. Verification of Conditions:
  - 1. Examine elevator areas with installer present.
  - 2. Examine hoistways, hoistway openings, pits, and machine room(s) as constructed; verify critical dimensions; and examine supporting structure and other conditions under which elevator work is to be installed.
  - 3. Prepare written report, endorsed by Installer, listing conditions detrimental to performance.

#### 3.02 INSTALLATION

- A. Comply with manufacturer's written instructions and approved submittals.
- B. Welded Construction: Provide welded connections for installing elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.
- C. Sound Isolation: Mount rotating and vibrating equipment on vibration-isolating mounts to minimize vibration transmission to structure and structure-borne noise due to elevator system.
- D. Lubricate operating parts of systems, including ropes, as recommended by manufacturers.
- E. Alignment: Coordinate installation of hoistway entrances with installation of elevator guide rails for accurate alignment of entrances with car. Where possible, delay final adjustment of sills and doors until car is operable in shaft. Reduce clearances to minimum, safe, workable dimension at each landing.
- F. Set sills flush with finished floor surface at landing. Fill space under sill solidly with nonshrink, nonmetallic grout.

#### 3.03 FIELD QUALITY CONTROL

- A. Acceptance Inspections and Testing: On completion of elevator installation and before permitting elevator use, perform acceptance inspections and tests as required and recommended by ASME A17.1/CSA B44 and by governing regulations and agencies.
- B. Operating Test: Load elevator to rated capacity and operate continuously for 30 minutes over full travel distance, stopping at each level and proceeding immediately to the next. Record



temperature rise of elevator machine during 30-minute test period. Record failure to perform as required.

- C. Advise Owner, Architect, and authorities having jurisdiction in advance of dates and times that tests are to be performed on elevators.

#### 3.04 SYSTEMS STARTUP

- A. Perform startup service.
  - 1. Complete installation and startup checks according to manufacturer's written instructions, ASME A17.1/CSA B44, and governing regulations and agencies.
- B. After elevator final approval provide two complete sets of elevator shop drawings, field wiring diagrams, block or control diagrams, software programming documentation, etc. to the University.

#### 3.05 ADJUSTING

- A. Occupancy Adjustments: Prior to the end of the correction period, provide on-site assistance in adjusting system to suit actual occupied conditions.
  - 1. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

#### 3.06 CLEANING

- A. Per Div. 01 Sections "PROGRESS CLEANING" and "FINAL CLEANING" and as follows:
  - 1. Remove strippable protective film from surfaces.

#### 3.07 CLOSEOUT ACTIVITIES

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to operate elevator.
- B. Check operation of elevator with Owner's personnel present before date of Substantial Completion and again not more than one month before end of warranty period. Determine that operation systems and devices are functioning properly.

#### 3.08 PROTECTION

- A. Delay installing floor covering to prevent soiling. Install floor covering immediately prior to Substantial Completion of Project.

#### 3.09 MAINTENANCE

- A. Initial Maintenance Service: Provide service and full maintenance of elevator for 12 months from date of Substantial Completion.
  - 1. Perform maintenance service using skilled employees of elevator Installer.
  - 2. Include monthly preventive maintenance; clean, adjust, and lubricate as required for proper elevator operation at rated speed and capacity.
  - 3. Repair or replace worn or defective parts whenever required. Use parts and supplies produced or authorized by original elevator manufacturer.
  - 4. Perform routine maintenance work during off-peak periods.
  - 5. Perform emergency callback service upon notification, 24-hour-per-day, 7-day-per-week with response time of two hours or less.

6. Maintenance service shall not be assigned or transferred to another agent or subcontractor without prior written consent of Owner.
- B. Continuing Maintenance Agreement:
  1. Furnish proposal to Owner for continuing maintenance agreement one month prior to end of Initial Maintenance Service period.
  2. Submit proposed maintenance agreement along with a price to furnish complete maintenance for the first year of a continuing maintenance program of 5 years duration.
  3. Upon execution of the agreement with Owner, commence maintenance service on date when Initial Maintenance Services are concluded.

END OF SECTION 14 21 00

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