



Division of Finance and Business Operations

Wayne State University

5057 Basement AC Replacement

WSU Project Number 071-257462-4

Prevailing Wage Work

FOR:

Board of Governors
Wayne State University
Detroit, Michigan

Owner's Representative:

Omar Alhyari , Project Manager
Facilities Planning & Management
Design & Construction Services
5454 Cass
Wayne State University
Detroit, Michigan 48202

Owner's Agent:

Robert Kuhn, Sr. Buyer
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3712 / 313-577-3747 fax
ac6243@wayne.edu and copy **leiann.day@wayne.edu**

Consultant:

Design and Construction Services
N/A
N/A

September 12, 2016

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INFORMATION FOR BIDDERS

OWNER: Board of Governors
Wayne State University

PROJECT: 5057 Basement AC Replacement
Project No. 071-257462-4

LOCATION: Wayne State University
Maccabees Building
5057 Woodward, Sixth Floor, Conference Rm. A
Detroit, MI 48202

OWNER'S AGENT: Robert Kuhn, Sr. Buyer
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3712 / 313-577-3747 fax
ac6243@wayne.edu & copy leiann.day@wayne.edu

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

Architect: Design and Construction Services
N/A
N/A

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 12, 2016

BIDDING: Bidding documents may be obtained by vendors from the University Purchasing Web Site at http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html beginning **September 12, 2016**. 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, September 19, 2016 to be held at:

Wayne State University
Maccabees Building
5057 Woodward, Sixth Floor, Conference Rm. A
Detroit, MI 48202

Late Arrivals may not be permitted to submit bids.

OPTIONAL Second Walk Through: (if needed) To be determined at the conclusion of the pre-bid conference, by those in attendance.

DUE DATE FOR QUESTIONS: Due Date for questions shall be **September 21, 2016 at 12:00 Noon**. All questions must be reduced to writing and emailed to the attention of **Robert Kuhn, Sr. Buyer** at ac6243@wayne.edu, copy to **Leiann Day, Procurement Analyst** at: leiann.day@wayne.edu.

Bids Due: Sealed proposals for lump-sum General Contract will be received at the office of the Procurement & Strategic Sourcing located at 5700 Cass Avenue, Suite 4200, Detroit, MI 48202 on **September 26, 2016**, until 2:00

p.m. (local time).

No public bid opening will be held.

Bid Qualification Meeting: Bidders must be available for bid prequalification meeting 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 the prequalification, the Vendor must provide a Project Schedule and a Schedule of Values, including a list of Contractor's suppliers, subcontractors and other qualifications.

An unsigned contract will be given to the successful Contractor at the conclusion of the Pre Award meeting, if all aspects of the bid are in order. 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 most responsive bidder.

All available information pertaining to this project will be posted to the Purchasing web site at

http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html.

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

INSTRUCTIONS TO BIDDERS

OWNER: Board of Governors
Wayne State University

PROJECT: 5057 Basement AC Replacement
Project No. 071-257462-4

LOCATION: Wayne State University
Maccabees Building
5057 Woodward, Sixth Floor, Conference Rm. A
Detroit, MI 48202

OWNER'S AGENT: Robert Kuhn, Sr. Buyer
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3712 / 313-577-3747 fax
ac6243@wayne.edu & copy leiann.day@wayne.edu

1. PROPOSALS

- A. The Purchasing Agent will receive sealed Proposals for the work as herein set forth at the place and until the time as stated in the "Information for Bidders", a copy of which is bound herewith in these specifications. **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 in duplicate on forms furnished with the Bidding documents. The forms must be fully filled out in ink or typewritten with the signature in longhand, and the completed forms shall be without alterations, interlineations, or erasures. Forms shall contain no recapitulations of the work to be done. Each proposal shall be delivered in an opaque sealed envelope, marked **"PROPOSAL"** AND SHALL BEAR THE NAME OF THE PROJECT AND THE NAME OF THE BIDDER. Proposals submitted by telephone or telegraph will not be accepted. Modifications by telephone or telegraph to previously submitted proposals will not be accepted.
- D. **(revised 5-29-2009)** 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 Owner does not obligate himself to accept the lowest or any other bids. The Owner reserves the right to reject any and all bids and to waive any informalities in the Proposals.**

2. PROPOSAL GUARANTEE (revised 3-22-2012)

- A. A certified check or bank draft payable to the Owner, or 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 rating as denoted in the AM Best Key Rating Guide"
- C. The bid deposit of all bidders except the lowest three will be returned within three (3) days after the bids are opened. After the formal Contract and bonds are approved, the bid deposit will be returned to the lowest three bidders, except when forfeited.
- D. 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.
- E. Withdrawal of Proposals is prohibited for a period of ninety (90) days after the actual date of opening thereof.

3. CONTRACT SECURITY (revised 3-22-2012)

- 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 the laws of the State of Michigan. The graduated formula no longer applies.
- 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 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 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 Bond will not be required.

5. INSPECTION

- A. Before submitting his Proposal, each Bidder shall be held to have visited the site of the proposed work and to have familiarized himself 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 his 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 requested of the Purchasing Agent in writing, and if explanation is necessary, a reply will be made in the form of an Addendum, a copy of which will be forwarded to each Bidder registered on the Bidders' List maintained by Procurement & Strategic Sourcing.
- C. All addenda issued to Bidders 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 mailed and delivered to each registered Bidder. Each proposal submitted shall list all addenda, by numbers, which have been received 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.

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 one week 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 (revised 12-15-2009)

- 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 (2-2015)

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 not available at the University, but are available beginning **September 12, 2016** through Wayne State University Procurement & Strategic Sourcing's Website for Advertised Bids: http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html. 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 (revised 12-2007)

- (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://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html.
Information that is not posted to the website is not available/not known.
- (2) Notification of this Bid Opportunity has been sent to *DUNN BLUE (for purchase of Bid Documents only)*, *DODGE REPORTS*, *REED CONSTRUCTION*, *CONSTRUCTION NEWS* and the *CONSTRUCTION ASSOCIATION OF MICHIGAN (CAM)*.
- (3) Please note: Effective December 1, 2007, bid notices will be sent only to those Vendors registered to receive them via our Bid Opportunities list serve. To register, to http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html, and click on the "Join our Listserve" link at the top of the page.

15. Smoke and Tobacco-Free Policies (9-2015)

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: **5057 Basement AC Replacement,**

PROJECT NOS.: **WSU PROJECT NO. 071-257462-4**

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
Maccabees Building
5057 Woodward, Sixth Floor, Conference Rm. A
Detroit, MI 48202**

10:00AM, local time, September 19, 2016

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 **\$7.50**. A detailed list of Cash & Coin operated lots can be viewed at 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://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html. 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 fax number and email address (LEGIBLY) 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 for a list of ListServ Bid Lists.
 - C. Minutes will be emailed to all participants of the meeting within a reasonable amount of time. (be sure to include your email address/addresses on the sign in sheet)
 - D. Questions and concerns that come up after this meeting are to be addressed to Robert Kuhn, Sr. Buyer, 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 **September 21, 2016, 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- **September 26, 2016, 2:00 p.m.**
- VI. Final Comments
- VII. Adjourn

VENDOR NAME _____

GENERAL CONTRACT - PROPOSAL FORM (revised 1 - 2011)

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: 5057 Basement AC Replacement

PROJECT NO.: WSU PROJECT NO. 071-257462-4

PROJECT TYPE: General Contractors
HVAC Contractors
Mechanical Contractors Work

PURCHASING AGENT: Robert Kuhn, Sr. Buyer
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3712/ 313-577-3747 fax
ac6243@wayne.edu & copy leiann.day@wayne.edu

OWNER'S REPRESENTATIVE: Omar Alhyari , Project Manager
Design & Construction Services
Facilities Planning & Management
Wayne State University
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 **5057 Basement AC Replacement** project (WSU Project No. **071-257462-4**) in accordance with the Bidding Documents for the following amounts:

_____ \$ _____ Dollars

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 \$10.00 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: (revised 4-01-2011)**

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

1. For subcontract work, Contractor's markup for handling, overhead, profit and bonding on subcontractors sell price, shall not exceed **5%**.

1.1. For subcontract work that is provided on a time and material basis, the subcontractor shall be permitted a single markup for handling, overhead, profit and bonding of 5%. When a markup is identified in the subcontractor's hourly labor rate, additional markup on labor is not permitted.

1.1.1 For changes that are based upon a lump sum value, subcontractor shall provide all labor and material back-ups to ensure that duplicative charges are avoided and authorized mark-ups for OH&P can be confirmed

2. For work by his own organization, Contractor's markup for job* and general overhead, profit and bonding shall not exceed 5% of the net labor and material costs.**

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:

(revised 4-01-2011)

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 **December 20, 2016.**

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, One Hundred Dollars per day**, and therefore the contractor shall pay as liquidated damages to the Owner the sum of **\$100.00, One Hundred Dollars 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 Contractors
HVAC Contractors
Mechanical Contractors 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):

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. 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? 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"? Yes _____ No _____

If "No", clearly note any exceptions to any information contained in the contract documents and include with your proposal.

20. Did your company quote based upon **Prevailing Wage Rates**? Yes _____ No _____

21. 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 _____

FAX NUMBER: _____

SIGNED BY: _____
Signature

(Please print or type name here)

TITLE _____

EMAIL ADDRESS: _____ @ _____

PREVAILING WAGE RATE SCHEDULE (revised 4-05-2010)

- A. See also Page 00100-4 Section 12.B
- B. Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than prevailing wage rates.
- C. 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 related to this project.
- D. To maintain compliance with State of Michigan Ordinances, Certified Payroll must be provided for each of the contractor's or subcontractor's payroll periods for work performed on this project. Certified Payroll should accompany all Pay Applications. Failure to provide certified payroll will constitute breach of contract, and pay applications will be returned unpaid, and remain so until satisfactory supporting documents are provided.

A Prevailing Wage Rate Schedule has been issued from the State of Michigan that is enclosed in this section

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>

If you have any questions, or require rates for additional classifications, please contact:

Michigan Department of Consumer & Industry Services,
Bureau of Safety and Regulation, Wage and Hour Division,
7150 Harris Drive,
P.O. Box 30476,
Lansing, Michigan 48909-7976

http://www.michigan.gov/dleg/0,1607,7-154-27673_27706---,00.html

E. Wayne State University's Prevailing Wage Requirements:

When compensation will be paid under prevailing wage requirements, the University shall require the following:

- A. The contractor shall obtain and keep posted on the work site, in a conspicuous place, a copy of all current prevailing wage and fringe benefit rates.
- B. 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.
- C. 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 contractor shall include copies of pay stubs for all employee or contract labor payments related to Wayne State University work. The certified payroll form can be downloaded from the Department of Labor website at <http://www.dol.gov/whd/forms/wh347.pdf>.
- D. A properly executed sworn statement is required from all tiers of contractors, sub-contractors and suppliers which provide services or product of \$1,000.00 or greater. Sworn statements must accompany applications for payment. All listed parties on a sworn statement and 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.

- E. Apprentices for a skilled trade must provide proof of participation in a Certified Apprenticeship Program and the level of hours completed in the program.
- F. Daily project sign-in sheets and field reports for the project must be turned in weekly.

Note: Contractor invoices WILL NOT be processed until all listed certified payroll documents are received.

- G. If the VENDOR or subcontractor fails to pay the prevailing 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:
 - 1. Withhold all or any 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.
 - 2. Terminate this 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.
 - 3. Propose to the Director of Purchasing that the Vendor be considered for Debarment in accordance with the University's Debarment Policy, found on our website at <http://procurement.wayne.edu/docs/appm28.pdf>
- Terms identical or substantially similar to this section of this RFP shall be included in any contract or subcontract pertaining to this project.
- H. The current applicable prevailing wage rates as identified by the State of Michigan Department of Consumer & Industry Services, Bureau of Safety and Regulation, Wage and Hour Division are attached. Refer to item C above if additional information is required.
 - I. 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 STATE PREVAILING WAGE SCHEDULE FOR THIS PROJECT

See web site:
http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html

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

See web site:

http://www.forms.procurement.wayne.edu/Adv_bid/Adv_bid.html

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 \$1,000.00
 - Significant suppliers (those with a purchase value of \$1,000 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 **Robert Kuhn, Sr. 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:
 - 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>.

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.										

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
<u>WARNING TO OWNER:</u> 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.											
<u>WARNING TO DEPONENT:</u> 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.											
Subscribed and sworn to before me this _____ day of _____											(NOTARY STAMP BELOW)
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:

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

SWORN STATEMENT – Checklist:

- o List all contractors, sub-contractors, suppliers... ≥ \$1000.00
- o A sworn statement is required from every Sub Contractor on the job with a material purchase or sub-contract of \$1,000 or more. (All tiers.)
- o Purchase Order Number
- o Dates – Back dating not accepted.
- o Signed and Notarized.

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

- o For every contractor & sub-contractors work, for each week within the application reporting period.
- o Correct Project Number
- o List ALL workers on-site.
- o Make sure their addresses are listed.
- o Social Security Numbers MUST be blackened out or listed in XXX-XX-1234 format.
- o Work classifications based on the job specific Prevailing Wage Schedule descriptions. If you require rates for additional classifications, contact the Michigan Department of Consumer & Industry Services.
http://www.cis.state.mi.us/bwuc/bsr/wh/revised_rates/whc_tbl.htm
- o For any workers paid at the Apprenticeship rates - proof of enrolled program and current completion required.
- o Rate of Pay verified against the Prevailing Wage Schedule with an hourly cost breakdown of fringes paid.
- o Authorized signatures on affidavit.
- o Dates – must represent the weeks within the application period.

APPLICATION PACKAGE SUPPORTING DOCUMENTATION –

- o Copies of **Pay Stubs** for each Certified Payroll period reported may be required– (Social Security Numbers MUST be blackened out or listed in XXX-XX-1234 format. Pay stubs need to reflect claimed participation of fringes like Medical, Dental, Retirement or 1099 classification.)
- o **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.

- o **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.
- o **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.
- o **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.
- o **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:

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

o

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

Revised 7-23-2015

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	
									Total		Total	
									100			
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.

WAYNE STATE UNIVERSITY

AGREEMENT BETWEEN THE UNIVERSITY AND CONTRACTOR FOR CONSTRUCTION SERVICES

Executed as of the _____ day of _____, 2015 by and between:

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

and

CONTRACTOR'S_NAME
CONTRACTOR'S_ADDRESS

regarding

PROJECT_NAME
PROJECT_LOCATION
CONTRACT_NUMBER

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

Article 1 - Scope of Work

- 1.1 This Agreement provides for "(Enter a one or two-sentence description of the project)". The documents listed in Article 4 fully define the scope of work.
- 1.2 The Contractor shall furnish all the labor, materials, equipment, services, and supervision to perform all the work shown on the drawings and specifications listed in Article 18, including any addenda issued during the bid phase, and approved change orders issued during the construction phase.
- 1.3 The Contractor shall notify the University in writing within five (5) calendar days when the Contractor discovers any condition that will affect the contract amount or the completion date.

Article 2 - Time of Completion

- 2.1 The work to be performed under this Agreement shall commence upon the Contractor's receipt of a fully-executed Agreement, and substantial completion shall be achieved by Month_Day_Year.

Article 3 - The Contract Sum

- 3.1 The University shall pay the Contractor a "lump sum/not-to-exceed (pick one)" amount of \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) for the performance of all work associated with the Contractor's Base Bid "and Alternates (List)".
- 3.2 The University may, at its sole discretion, during the life of the contract, award the following alternates at the amounts indicated:
"(If section 3.2 is not used, delete all text and enter_Deleted"

Description

Amount

- Alternate ☐
Alternate ☐
Alternate ☐

- 3.3 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"

Work Item

Unit Price

1.
2.
3.

Article 4 - The Contract Documents

- 4.1 The Contract Documents shall consist of this Agreement, the drawings and specifications as listed in Article 18, the General Conditions of the Contract for Construction as defined by AIA Document A201 1970 Edition, except as otherwise provided herein, and Wayne State University's Supplementary General Conditions 1997 Edition.
- 4.2 For any inconsistencies found among or between these Contract Documents, the language contained in this Agreement shall prevail over all other documents and the Supplementary

General Conditions shall prevail over the General Conditions. In the event of a conflict between the Drawings and Specifications, the requirement for the higher quantity and/or higher quality shall prevail.

Article 5 – Examination of Premises

- 5.1 The Contractor acknowledges that the University provided the opportunity for a thorough examination of the project site and its surroundings and that the Contractor knows of no conditions preventing accomplishment of the full scope of work within the time and for the amount specified in this Agreement.
- 5.2 The University will deny all claims for additional time and/or cost for conditions that could have been reasonably discovered during such an examination.

Article 6 - The Architect/Engineer

- 6.1 The Architect/Engineer for this project is:
"(List the Architect and Engineer separately if appropriate)"

Architect's/Engineer's Firm Name
Street Number and Street Name
Suite or PO Box
City, State, Zip
Phone No. /FAX No.

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

Article 7 - Additional Work

- 7.1 The University reserves the right to let other Agreements in connection with this work. The Contractor will afford other Contractors or the University's own workforce reasonable opportunity for the delivery and storage of their material and for the performance of their work and shall properly connect and coordinate its work with theirs.
- 7.2 If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor or the University's own workforce, the Contractor shall inspect and promptly report to the University's Project Manager any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the work of others as fit and proper for reception of the Contractor's work and as a waiver of any claim or defense against the University or other contractor which relies in whole or in part upon the contention that such work was unsuitable for proper execution and resolution.

Article 8 – Dispute Resolution

- 8.1 Jurisdiction over all claims, disputes, and other matters in question arising out of or relating to this contract or the breach thereof, shall rest in the Court of Claims of the State of Michigan. No provision of this agreement may be construed as Wayne State University's consent to submit any claim, dispute or other matter in question for dispute resolution pursuant to any arbitration or mediation process, whether or not provisions for dispute resolution are included in a document

which has been incorporated by reference into this agreement. Specifically, all references to Arbitration contained in the General Conditions are superseded by this Article.

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

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

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

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

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

Article 9 - Termination for Convenience

9.1 Upon thirty days written notice to the Contractor, the University may, without cause and without prejudice to any other right or remedy of the University, elect to terminate the contract. In such case, the Contractor shall only be paid (without duplication of any items), using a Close out Change Order, for the following:

9.1.1 For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

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

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

Article 10 - Progress Payments

- 10.1 On or before the 20th day of each month, the Contractor shall submit a written application for payment, using form AIA G702, to the Architect/Engineer and the University's Project Manager for review. The Architect/Engineer shall have ten (10) calendar days to accept or reject the Contractor's application for payment. Acceptable applications for payment shall then be submitted to the University for Payment of authorized amount(s) within thirty (30) calendar days of receipt by the University's Project Manager.
- 10.2 The application for payment shall contain a full schedule of values organized and sorted by subcontractor, by Construction Specifications Institute standard work categories, or in another format acceptable to the University.
- 10.3 Monthly progress payments shall show the percentage of work installed as of the date of the application, less amount previously installed and the amount due for the application period. The Contractor shall deduct a 10% retainage from the balance due for each progress payment and indicate the net amount due on each application.
- 10.4 When 50% of the work associated with this Agreement is installed, the Contractor shall not deduct additional retainage from the balance due from the University. When substantial completion is achieved and acknowledged by the Architect/Engineer, the Contractor and the University in writing, the University shall remit to the Contractor all but 2% of the retainage. The remaining 2% shall be retained by the University until the final payment is authorized and remitted to the Contractor.

Article 11 - Acceptance and Final Payments

- 11.1 Final payment shall be due thirty (30) days after the completion of the work, including all punch list items, provided the work is fully completed and the Agreement fully performed.
- 11.2 Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect/Engineer shall promptly inspect the work. When the Architect/Engineer concludes that the work is acceptable and the Agreement to be fully performed, the Architect/Engineer shall promptly issue a final certificate with an original signature, stating that the work provided is complete and acceptable and that the entire remaining balance found to be due the Contractor shall be remitted by the University once the final application for payment is received.
- 11.3 If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect/Engineer so certifies, the University shall, upon certificate of the Architect/Engineer, and without terminating the Contract, make payments of the balance due for that portion of the work fully completed and accepted. Such payments shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Article 12 - Non-Discrimination

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

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

Article 13 – Laborers and Mechanics

- 13.1 All laborers and mechanics must be covered by 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.
- 13.2 The Contractor acknowledges and shall abide by the University's prohibition on use of 1099 independent contractors and owner / operator business entities. 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 Trade Contractor for any tier thereof, and that each worker is covered by workers compensation insurance

Article 14 - Prevailing Wages

- 14.1 The Contractor and each subcontractor shall pay to each class of mechanics and laborers not less than the wage and fringe benefit rates prevailing in the Detroit Metropolitan Area, as determined by the Michigan Department of Licensing and Regulatory Affairs, Department of Wage and Hour.. The Contractor shall post on site, in a conspicuous place, a copy of all applicable wage and benefit rates, and shall provide the University with a copy of the applicable wage and benefit rates.
- 14.2 The Contractor and each subcontractor shall keep an accurate record showing the name and occupation of and the actual benefits and wages paid to each laborer and mechanic employed in connection with this contract. The Contractor and each subcontractor shall make certified payroll records available to the University's representatives upon request.
- 14.3 If a Contractor or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within ten (10) days after notice to do so by the University, the University shall have the right, at its option, to do any or all of the following:
- 14.3.1 Withhold all or any portion of payments due the Contractor as may be considered necessary by the University to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this Agreement and the actual wage and fringe benefits paid.
- 14.3.2 Terminate part or all of this Agreement or any subagreement and proceed to complete the Agreement or subagreement by separate agreement with another Contractor or otherwise, in which case the Contractor and its sureties shall be liable to the University for any excess costs incurred by the University.
- 14.4 The Contractor shall include terms identical or substantially similar to this section in any Agreement or subagreement pertaining to the project.

Article 15 - Save Harmless

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

Article 16 - Liquidated Damages

- 16.1 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 ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by the University would be the sum of \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) per day. Therefore, the Contractor shall pay as liquidated damages to the University the sum of \$\$\$\$\$\$ ("Amount in words 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.

"ENTER N/A FOR ABOVE AMOUNT IF NO LIQUIDATED DAMAGES"

Article 17 - Interpretation

- 17.1 This Agreement shall be interpreted and construed according to the laws of the State of Michigan.
- 17.2 If one part of this Agreement is found to be void by legal or legislative action, the remainder of the contract remains in full effect.

Article 18 - Drawings and Specifications

- 18.1 The Technical Specifications and the Project Manual dated SPECIFY_DATES, and the following List of Drawings represents the scope of work as defined in the Contract Documents from Article 4.

<u>Drawing No.</u>	<u>Description</u>	<u>Dated</u>
HP – 3	5057 Basement AC Replacement	8/31/16

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands as of the day and year first written above.

Signed, sealed and delivered
In the presence of:

CONTRACTOR'S NAME GOES HERE

By _____
Signature

Please print name here

Date signed

Title

Witness

**THE BOARD OF GOVERNORS of
WAYNE STATE UNIVERSITY**

By _____
William R. Decatur, Vice President for
Finance and Business Operations

Date signed

Form Contract Approved by OGC 06/13 - LG
Rev. 5-6-30-2014 formatting only RGP
Rev. 6-1-15-2015 date changes only SS
Rev. 7-7-1-2015 formatting, signatory only RGP

FORM OF GUARANTEE

PROJECT: 5057 Basement AC Replacement

OWNER: BOARD OF GOVERNORS, WAYNE STATE UNIVERSITY

CONTRACTOR: _____

DATE: _____

Know all men by these presents that, in consideration of my (our) having been awarded the Contract or Subcontract for complete furnishing and installation of:

5057 Basement AC Replacement (071-257462-4)For: **Board of Governors, Wayne State University**

In conformity with drawings and specifications prepared by Architect or Engineer, **Design and Construction Services**, and known as the buildings indicated above, I (we) do hereby agree that, should I (we) be notified that the said work has proved faulty, etc., that I (we) will return to the buildings within three (3) working days of the receipt of such notice, and will furnish the necessary labor and material to repair such work to the satisfaction of the Owner and without cost to the Owner.

The Agreement shall remain in full force and effect **for a one year period (DATE TBD)**

WITNESS:

signed: _____
Subcontractor

by: _____

address: _____

city/state/zip: _____

signed: _____
General Contractor

by: _____

(THIS FORM TO BE FILED IN DUPLICATE.)

GENERAL CONDITIONS (Revised 10-2009)

- A. Although AIA Document A201 - Twelfth Edition (April 1970) - "General Conditions of the Contract for Construction" is not bound herein, it forms a part of these construction documents.
- B. A reference copy of AIA Document A201 - Twelfth Edition (April 1970) - "General Conditions of the Contract for Construction" is on file at the following location:

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

SUPPLEMENTARY GENERAL CONDITIONS
OF
THE CONTRACT FOR CONSTRUCTION

Facilities Planning & Management - Design & Construction Services
Wayne State University

WSU SUPPLEMENTARY GENERAL CONDITIONS
OF THE
CONTRACT FOR CONSTRUCTION

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

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.5 The Agreement

The Agreement executed by the Contractor and the Owner.

1.2 EXECUTION, CORRELATION, INTENT, AND INTERPRETATIONS

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

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

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

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

ARTICLE 2 - ARCHITECT

2.1 DEFINITION

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

2.2 ADMINISTRATION OF THE CONTRACT

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

- a. Explain Contract Documents: Assist the Contractor via the Contractor's Superintendent to understand the intent of the Contract Documents.
- b. Observations: Conduct on-site observations and spot checks of the work in progress as a basis for determining conformance of the work, material, and equipment with the Contract Documents.
- c. Additional Information: Obtain from the Architect, additional details or information, if and when required, at the job site for proper execution of the work.
- d. Modifications: Consider and evaluate suggestions or modifications that may be submitted by the Contractor and report them with recommendations to the Architect for final decision.
- e. Construction Schedule and Completion: Be alert to the completion, and report same to the Architect. When the construction work has been completed in accordance with the Contract Documents, advise the Architect that the work is ready for general inspection and acceptance.

- f. Job Conferences: Attend and report to the Architect on all required conferences held at the job site.
- g. Observe Tests: See that tests which are required by the Contract Documents are actually conducted; observe, record and report to the Architect all details relative to the test procedures; and advise the architect's office in advance of the schedules of tests.
- h. Inspection by Others: If inspectors, representing local, state or federal agencies having jurisdiction over the project, visit the job site, accompany such inspectors during their trips through the project, record the outcome of these inspections, and report same to the Architect's office.
- i. Shop Drawings: Do not permit the installation of any materials and equipment for which shop drawings are required unless such drawings have been duly approved and issued by the Architect.
- j. Contractor's Requisitions for Payment: Review and make recommendations to the Architect for disposition.
- k. List of Items for Correction: After substantial completion, make a list of items for correction before final inspection and check each item as it is corrected.
- l. Owner's Occupancy of the Building: If the Owner occupies (to any degree) the building prior to actual completion of the work by the Contractor, be especially alert to possibilities of claims for damage to completed work prior to the acceptance of the building.
- m. Owner Existing Operation: In the case of additions to or Demolitions of an existing facility, which must be maintained as an operational unit, be alert to conditions on the job site which may have an effect on the Owner's existing operation.
- n. Limitations of Authority: Do not become involved in any of the following areas of responsibility unless specific exceptions are established by written instructions issued by the Architect.
 - aa. Do not authorize deviations from the Contract Documents.
 - bb. Avoid conducting any test personally.
 - cc. Do not enter into the area of responsibility of the Contractor's field superintendent.
 - dd. Do not expedite job for Contractor unless so instructed by the Architect.
 - ee. Do not advise on or issue directions relative to any aspect of the building technique or sequence unless a specific technique or sequence is called for in the Specifications or by written instructions from the Architect.
 - ff. Do not approve shop drawings or samples.
 - gg. Do not authorize or advise the Owner to occupy the Project, in whole or in part, prior to the final acceptance of the building.
 - hh. Do not issue a Certificate for Payment.

ARTICLE 3 - OWNER**3.5 OWNER'S RIGHT TO DO WORK**

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

or entirely completed, by such other trades and/or Contractors, or by the Owner, when, in the opinion of the Architect, such access or use is necessary for the performance and completion of any portion or all of the work of others or of any work on the site.

3.6 OWNER'S ACCESS AND PARTIAL OCCUPANCY

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

- a. Such occupancy shall not constitute an acceptance of work not performed in accordance with the Contract nor shall such occupancy relieve the Contractor of liability to perform any work by the Contract by not complete at the time of occupancy.
- b. Except as otherwise provided by an agreement at the time of such partial occupancy, the Contractor shall be relieved of all maintenance costs on units or parts so occupied.
- c. The Contractor shall not be responsible for wear and tear or damage resulting from partial occupancy.
- d. The Owner shall assume risk of loss with respect to any unit or part so occupied.
- e. The Contractor shall, if required by the Owner, furnish heat, light, water, or other such services to the units or parts occupied and the Owner shall make proper remuneration therefore to the Contractor.

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

ARTICLE 4 - CONTRACTOR

4.4 LABOR AND MATERIALS

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

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

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

4.6 TAXES

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

4.7 PERMITS, FEES AND NOTICES

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

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

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

Electrical	-	State of Michigan
Plumbing	-	State of Michigan
Mechanical	-	State of Michigan
Elevator-		City of Detroit

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

4.9 SUPERINTENDENT

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

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

4.12 DRAWINGS AND SPECIFICATIONS AT THE SITE

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

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

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

4.13 SHOP DRAWINGS AND SAMPLES

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

1. One (1) set of transparency (sepia) of the approved shop drawings and descriptive material submitted during construction. Any shop documents unobtainable in sepia shall be supplied in three (3) sets.
2. One (1) set of transparency (sepia) of constructional shop drawings with all installation revisions incorporated to reflect the as-built condition. Examples of constructional shop drawings are dimensioned conduit, piping and ductwork layout drawings.

3. Three (3) sets of instructional manuals on the installation, operation, maintenance and service of equipment and systems, including parts lists.

Examples of Specific Information Required:

1. Electrical
 - a. Conduit layout of light, power, and special systems, indicating dimensionally the locations and size of runs; circuit grouping and conductor size and number in conduit runs.
 - b. System description and elementary diagrams, connection and interconnection diagrams, and device internal diagrams.
2. Mechanical
 - a. Piping and ductwork layout indicating dimensionally the location and size of the runs.
 - b. Description and diagrams of control systems.

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

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

ARTICLE 5 - SUBCONTRACTORS

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

5.2.3 Delete Article 5.2.3 in its entirety.

5.2.4 Delete Article 5.2.4 in its entirety.

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

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

C. The Contractor shall include with his bid evidence of his ability to obtain a Performance Bond in the amount of 100% of the bid amount, and in accordance with the terms and conditions outlined in this section,

Such evidence shall be project specific and shall be submitted on a form provided by the Surety or Agent thereof.

7.7 ROYALTIES AND PATENTS

7.7.1 Indemnification and Hold Harmless (***Revised 2-2015***).

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, the Architect and Architect's Consultants, and officers, employees, representatives and agents of each of them, from and against any and all claims or losses arising out of or 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, the Architect or the Architect's consultants 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.

The Contractor shall also be liable for and hereby agrees to pay, reimburse, fully indemnify and hold the University, the Architect and Architect's Consultants, 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 indemnification described in this Article.

7.9 INTEREST

7.9.1 Delete Article 7.9 in its entirety.

ARTICLE 8 - TIME

8.1 DEFINITIONS

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

8.3.5 LIQUIDATED DAMAGES

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

ARTICLE 9 - PAYMENT AND COMPLETION

9.3 PROGRESS PAYMENTS

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

9.3.2.2 No payments will be made because of materials or equipment stored off the site, except as provided for in Subparagraph 4.4.5 of the Supplementary General Conditions or other special cases the Owner may approve.

9.6 FAILURE OF PAYMENT

9.6.1 Delete Article 9.6 in its entirety.

ARTICLE 11 - INSURANCE (*Revised 2-06-2015*)

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

A. General Requirements

<u>Type of Insurance</u>	<u>Minimum Requirement</u>
Commercial General Liability (CGL) Contractor shall maintain commercial general liability (CGL) CGL insurance shall be written on Insurance Services form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operation, independent contractors, products-completed operation, and personal injury, contractual liability broad form property damage liability, products and completed operations coverage and X,C,U (explosion, collapse, underground) hazards.	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate Umbrella Liability per occurrence and in the annual aggregate of \$5,000,000.
Commercial Automobile Liability (CSL) (including hired and non-owned vehicles)	\$1,000,000 combined single limit
Workers' Compensation (Employers' Liability)	Statutory-Michigan \$500,000
Professional Liability insurance This limit shall be dedicated to the risks of Professional Liability and it shall not be combined with limits of any other coverages such as Environmental/Pollution General Liability, or Umbrella Liability unless otherwise approved by the Owner. Coverage shall be for the benefit of the Contracting or Design- Build entity, its principles, Employees, affiliates, agents, and partners-whether joint or several. It is presumed that this insurance will be Claims Made, and therefore must have a Retro-active date prior to the performance of any work for the Owner, whether or not such work is under contract or purchase order. This insurance will be placed with an insurer licensed to do business in the State of Michigan and rated no less than A X; by AM Best	\$150,000 Per Occurrence and in the Aggregate annually.

B. Maximum Acceptable Deductibles

<u>Type of Insurance</u>	<u>Maximum Deductible</u>
Comprehensive General Liability	\$5,000
Fire Legal Liability	\$5,000
Comprehensive Automobile Liability	-0-
Workers' Compensation	-0-
Property - All Risk	\$ 500

11.1.3 The Board of Governors, Wayne State University, shall be named as an additional insured but only with

respect to accidents arising out of the performance of said contract. The contractor shall prepare a certificate of insurance which shall name the "Office of Risk Management; 5700 Cass Avenue" as the Wayne State University certificate holder.

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

Delete Article 11.2 in its entirety.

11.3 PROPERTY INSURANCE

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

- 11.3.1 The Contractor shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and sub-subcontractors in the work and shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief.
- 11.3.2 The Owner and Contractor waive all rights against each other for damages caused by fires or other perils to the extent covered by insurance provided under Subparagraph 11.3.1. The Contractor shall require similar waivers by Subcontractors and sub-subcontractors in accordance with Clause 5.3.1.5.
- 11.3.3 Insurance must be issued by an insurance company with an "A rating as denoted in the AM Best Key Rating Guide".

ARTICLE 12 - CHANGES IN THE WORK

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

ARTICLE 14 - TERMINATION OF THE CONTRACT

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

ARTICLE 15 - ADDITIONAL CONDITIONS

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

15.2 NON-DISCRIMINATION PROVISION AND WAGE AND HOUR ACT

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

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

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

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

15.2.1.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of October 27, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

15.2.1.5 The Contractor will comply with all provisions of the Executive Order No. 11246 of October 27, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor or other government agency or authority having jurisdiction.

15.2.1.6 The Contractor will furnish all information and reports required by Executive Order No. 11246 of October 27, 1965, and by the rules, regulations, and orders of the Secretary of Labor or other government agency or authority having jurisdiction, and will permit access to his books, records, and accounts by the administrative agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.

15.2.1.7 In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract, or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further University contracts or federally-assisted contracts in accordance with procedure authorized in Executive Order No. 11246 of October 27, 1965, or by rule, regulation, or order of the Secretary of Labor or other government agency or authority having jurisdiction.

15.2.1.8 The Contractor will include in the provisions of Subparagraph 15.2.1.1 through 15.2.1.8 in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 204 of Executive Order No. 11246 of September 14, 1965, so that provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

15.3 COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT AND REGULATIONS

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

15.4 PREVAILING WAGES

15.4.1 Contractors and subcontractors shall pay all mechanics and laborers, including apprentices and trainees, no

less than the wage and fringe benefit rates prevailing in the locality in which the work is performed. Wage and fringe benefit rates are determined by the Federal Government Department of Labor.

- 15.4.2 Classifications not provided in the schedule shall be determined prior to the award of the contract and shall be no less than the wage and fringe benefit rates determined by the Federal Department of Labor.
- 15.4.3 Contractors and subcontractors shall adhere to the ratios of apprentices to journey workers as determined by the Federal Department of Labor.
- 15.4.4 Contractors and subcontractors shall keep a copy of the prescribed wage and benefit rates posted at the construction site in a conspicuous place.
- 15.4.5 Contractors and subcontractors shall keep an accurate record of the name, occupation, and the actual benefits paid to each mechanic or laborer for the contract. This record shall be made available for reasonable inspection by the Federal Department of Labor and the Owner.

DRAWINGS

The Technical Specifications dated **September 12, 2016** and the following List of Drawings represent the scope of work as defined in the Contract Documents from Article 4.

DRAWINGS

Drawing No.:	Description	Date
HP – 3	5057 Basement AC Replacement	8/31/16

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 Supplementary General Conditions.

D. MEASUREMENTS

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

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

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

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

E. CONTRACTOR'S MEASUREMENTS

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

F. CONTINUITY OF SERVICE (*Revised 3-26-2012*)

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 (*Revised 11-2008*)**1. Compliance with WSU Standards for Communications Infrastructure**

- A. All applicable work, products, materials and methods shall comply with the latest version of the "WSU Standards for Communications Infrastructure" except as where noted.
- B. This document is available at the following website/URL: <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 purposes of system maintenance.

PROTECTION OF OCCUPANCY (*Revised 3-2006*)**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.

C. STORAGE OF MATERIALS

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

D. PARKING

1. GENERAL

University parking regulations will be strictly enforced.

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

2. STANDING AND UNLOADING/LOADING VEHICLES

All Contractors are to call Wayne State University Public Safety at 577-2222, and give at least 24 hours advance notice that they have vehicles 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 577-2222, and paying any assessed charges.

3. COMPLIMENTARY PARKING

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

4. WAYNE STATE UNIVERSITY PUBLIC/STUDENT PARKING AREAS

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

E. TOILET FACILITIES

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

F. TELEPHONE USE

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

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

G. ACCESS DEVICES

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

H. HEAT AND VENTILATION

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

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

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

I. WATER SERVICE

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

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

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

J. ELECTRICAL SERVICES

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

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

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

INSPECTIONS AND TESTS

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

No failure of the Architect/Engineer, during the progress of the work, to discover or reject materials or work not in accordance with the Contract Specifications and Drawings shall be deemed an acceptance thereof nor a waiver of defects therein. Likewise, no acceptance or waiver shall be inferred or implied due to payments made to contractor or by partial or entire occupancy of the work, or installation of materials 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 (*revised 4-11-2012*)

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 \$1,000. 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

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

Owner, shall be completed, or approval given for work to be done before work is started. The contractor shall not perform any asbestos removal or containment work under the contract.

KEYS

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

SUMMARY OF WORK

SUMMARY OF WORK

PROJECT: 5057 Basement AC Replacement

WSU PROJECT NO.: 071-257462-4

PROJECT MANAGER: Omar Alhyari

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 **Demo and dispose the existing switchgear room AC, provide and install two new AC units..**

3. The building is located at

**Wayne State University
Maccabees Building
5057 Woodward
Detroit, Michigan 48202**

