Division of Finance and Business Operations

Wayne State University

Mott ATS Replacement

WSU Project Number 609-314591

Prevailing Wage Work

Note – Electronic Bid Submissions

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:
Kimberly Tomaszewski, **Senior Buyer**
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3757 / 313-577-3747 fax
ac9934@wayne.edu and copy **Leiann.day@wayne.edu**

Consultant:
Peter Basso Associates
5145 Livernois
Troy, MI 48098

October 5, 2018

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INFORMATION FOR BIDDERS

OWNER:	Board of Governors Wayne State University
PROJECT:	**Mott ATS Replacement** Project No. **609-314591**
LOCATION:	Wayne State University **275 E. Hancock** Detroit, Michigan 48202
OWNER'S AGENT:	**Kimberly Tomaszewski**, **Senior Buyer** WSU – Procurement & Strategic Sourcing 5700 Cass, Suite 4200 Detroit, Michigan 48202 **313-577-3757** / 313-577-3747 fax **ac9934@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:	**Peter Basso Associates** **5145 Livernois** **Troy, MI 48098**

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: October 5, 2018

BIDDING: Bidding documents may be obtained by vendors from the University Purchasing Web Site at **http://go.wayne.edu/bids** beginning **October 5, 2018**. 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: 11:30 am, local time, October 12, 2018 to be held at Wayne State University – **275 E. Hancock**, **Room 135.1,** 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 **October 16, 2018 at 12:00 Noon.** All questions must be reduced to writing and emailed to the attention of **Kimberly Tomaszewski**, **Senior Buyer** at **ac9934@wayne.edu**, copy to **Leiann Day**, **Associate Director** 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 **by electronic submission on October 22, 2018,** until 2:00 p.m. (local time). The link for bid submission will be posted with the bid details at **http://go.wayne.edu/bids** beginning **October 5, 2018**.

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 bid qualification, 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 bid qualification 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://go.wayne.edu/bids**.
Information that is not posted to the website is not available/not known

INSTRUCTIONS TO BIDDERS

OWNER:	Board of Governors Wayne State University
PROJECT:	**Mott ATS Replacement** Project No. **609-314591**
LOCATION:	Wayne State University **275 E. Hancock** , Detroit, Michigan 48202
OWNER'S AGENT:	**Kimberly Tomaszewski**, **Senior Buyer** WSU – Procurement & Strategic Sourcing 5700 Cass, Suite 4200 Detroit, Michigan 48202 **313-577-3757** / 313-577-3747 fax **ac9934@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 theses 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 **by electronic submission** on forms furnished with the Bidding documents. The link for bid submission will be posted with the bid details at **http://go.wayne.edu/bids** beginning **October 5, 2018.** 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. Information regarding the State of Michigan sales and use tax laws can be found in SOM Revenue Administrative Bulletin 2016-18.

10. REQUIREMENTS FOR SIGNING PROPOSALS AND CONTRACTS

A. The following requirements must be observed in the signing of proposals that are submitted:

(1) Proposals that are not signed by individuals making them shall have attached thereto a Power of Attorney, evidencing the authority to sign the Proposal in the name of the person for whom it is signed.

(2) Proposals that are signed for partnership shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there must be attached to the Proposal a Power of Attorney evidencing authority to sign the Proposal, executed by the partners.

(3) Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation, manually written in the line of the Form of Proposal following the words "signed by". If such a proposal is signed by an official other than the President of the Corporation, a certified copy of resolution of the Board of Directors, evidencing the authority of such official to sign the bid, shall be attached to it. Such proposal shall also bear the attesting signature of the Secretary of the Corporation and the impression of the corporate seal.

11. QUALIFICATIONS OF BIDDERS

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

12. SPECIAL REQUIREMENTS

A. The attention of all Bidders is called to the General Conditions, Supplementary General Conditions, and Special Conditions, of which all are a part of the Specifications covering all work, including Subcontracts, materials, etc. Special attention is called to those portions dealing with Labor Standards, including wages, fringe benefits, Equal Employment Opportunities, and Liquidated Damages.

B. Prior to award of the project, the apparent low bidder will be required to produce a schedule of values which will include the proposed subcontractors for each division of work and whether the subcontractor is signatory or non-signatory. A contract will not be issued to the apparent low bidder until this document is provided. A contractor will have 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 **October 5, 2018** through Wayne State University Procurement & Strategic Sourcing's Website for Advertised Bids: **http://go.wayne.edu/bids**. The plans for this project can be viewed in advance and/or printed from the above website. Copies of the RFP will not be available at the pre-proposal meeting.

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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://go.wayne.edu/bids**.
Information that is not posted to the website is not available/not known.

(2) Notification of this Bid Opportunity has been sent to those entities registered with our ListServ. Available ListServs can be found at **http://www.forms.procurement.wayne.edu/Adv_bid/Adv_Bid_Listserve.html**

(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://go.wayne.edu/bids**, 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: **Mott ATS Replacement**,

PROJECT NOS.: **WSU PROJECT NO. 609-314591**

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
275 E. Hancock, Room 135.1
Detroit MI 48202

11:30 am, local time, October 12, 2018

Please use our online registration form at **https://forms.wayne.edu/5aa587e3de04c#form-9162**, to indicate your attendance at our mandatory Pre-proposal meeting to be held on, **October 12, 2018** at **11:30 am** and your intent to submit a proposal for the services listed.

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

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

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

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

For your convenience a map of the University and appropriate parking lots can be downloaded and printed from: **http://campusmap.wayne.edu/**. Guest parking in any of the University student and guest lots is **$8.00**. 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://go.wayne.edu/bids.
Information that is not posted to the website is not available/not known.

AGENDA

I. Welcome and Introductions
A. Wayne State University Representatives
B. Vendor Representatives

C. Sign in Sheet- be sure to include your company name and representative in attendance on the sign in sheet.

II. Brief Overview of Wayne State University
A. Purpose and Intent of RFP.
B. Detailed review of the RFP and the requirements for a qualified response.
C. Review of all pertinent dates and forms that are REQUIRED for a qualified response.

III. Vendor Questions/Concerns/Issues
A. Questions that can be answered directly by the appropriate person in this meeting will be answered and both question and answer will be recorded in the minutes of the meeting.

B. Questions that need to be researched will be answered and a nature of clarification will be emailed to the appropriate ListServ. See **http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_Bid_Listserve.html** for a list of ListServ Bid Lists.

C. Minutes will be emailed to the appropriate ListServ.

D. Questions and concerns that come up after this meeting are to be addressed to **Kimberly Tomaszewski**, Procurement & Strategic Sourcing. Discussion with other University members is seriously discouraged and could lead to disqualification from further consideration. All questions and answers will be recorded and emailed to all participants of the RFP.

E. Due date for questions is **October 16, 2018,** 12:00 noon.

IV. Minimum Participation
A. Pre-registration for the Pre-Bid meeting is required. In the event that we do not have four (4) or more eligible bidders pre-registered, the University reserves the right to postpone the Pre-bid meeting with up to 4 business hour notice.

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

C. On the day of the bid opening, if less than 3 sealed bids are received, the University reserves the right, at its sole discretion, to rebid the project in an effort to obtain greater competition. If the specifications are unchanged during the rebid effort, any contractor who submitted a bid will be given the option of keeping its bid on file for opening after the second bid effort, or of having the bids returned to them unopened.

V. Proposal Due Date**-** **October 22, 2018**, 2:00 p.m.

VI. Final Comments

VII. Adjourn

VENDOR NAME_____

GENERAL CONTRACT - PROPOSAL FORM *(revised 4 - 2017)*

Sealed proposals for lump-sum General Contract will be received at the office of the Procurement & Strategic Sourcing **by electronic submission on October 22, 2018,** until 2:00 p.m. (local time). The link for bid submission will be posted with the bid details at **http://go.wayne.edu/bids** beginning **October 5, 2018**.

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:	**Mott ATS Replacement**
PROJECT NO.:	WSU PROJECT NO. **609-314591**
PROJECT TYPE:	**General Construction** **Electrical Construction** **Work**
PURCHASING AGENT:	**Kimberly Tomaszewski**, **Senior Buyer** WSU – Procurement & Strategic Sourcing 5700 Cass, Suite 4200 Detroit, Michigan 48202 **313-577-3757**/ 313-577-3747 fax **ac9934@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 **Mott ATS Replacement** project (WSU Project No. **609-314591**) 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

The undersigned agrees to the following pricing formula and rates

ORDERS: ***(revised 4-17-2017)*** for changes in the contract work:

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

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

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

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

TIME OF COMPLETION: ***(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 **January 25, 2019.**

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 Construction
Electrical Construction

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. 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 is enclosed as Appendix A.

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

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

APPENDIX A FOR THE
PREVAILING WAGE SCHEDULE FOR THIS PROJECT

See web site:

http://go.wayne.edu/bids

Key Performance Indicator Tracking
Sworn Statement Requirements

The University tracks it's level of spend along a number of socio-economic categories. This includes it's spend with Diverse organizations, it's spend with Detroit based organizations, and it's 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 **Kimberly Tomaszewski**, **Senior Buyer**

3. **Inclusion**: Sworn Statements are to detail the inclusion of recognized diverse and disadvantaged groups in the following 2 categories; Subcontracts or Suppliers. The University recognizes the following groups as diverse or disadvantaged:

   - 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)

   1.
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

WARNING TO OWNER: 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.

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN, ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 IF THE MICHIGAN COMPILED LAWS.

(NOTARY STAMP BELOW)

Subscribed and sworn to before me this _____ day of _____

Notary Public _____

_____ County, Michigan - My commission expires: _____

Rev.4_06.05.15

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

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

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

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

SWORN STATEMENT – Checklist:

- List all contractors, sub-contractors, suppliers… ≥ $1000.00
- 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.)
- Purchase Order Number
- Dates – Back dating not accepted.
- Signed and Notarized.

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

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

APPLICATION PACKAGE SUPPORTING DOCUMENTATION –

- 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.)

- ***Proof of Ownership*** for any 'Owner Operator' contractors not wishing to claim their time on prevailing wage. – (Must list their hours and dates worked on the WH-347 Form and enter EXEMPT on the income

brackets.) The Owner must provide copies of “DBA” registration form confirming status as exempt from prevailing wage requirements.

- ***Proof of Stored Materials*** – Bill of Lading, Delivery Receipts, Pictures, Certificate of Insurance or endorsement pate specifically insuring stored material at location, and pictures with materials clearly separated and labeled for WSU. The University reserves the right to on site verification of stored materials.

- ***Partial Conditional Waivers*** – The contractor shall provide covering the entire amount of the application. For non-bonded projects all sub-contractors must provide for all applications which they have a draw.

- ***Partial Unconditional Waivers*** – Must release amount paid for work and be delivered starting with application #2 and in no case after payment application #3, through all sequential applications for contractors, sub-contractors, and suppliers listed on the Sworn Statements.

- ***Full Unconditional Waivers*** – Must be delivered with final payment application, releasing all contractors, sub-contractors, suppliers listed on the sworn statements and any legitimate notice of furnishings reconciled.

FINAL PAYMENT APPLICATION – Checklist:

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

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

Revised 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.

		Score					Weight	Total
Field Management								
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 100	**Total**
20)	Level of Self-Performance:	Low		Med		High		
21)	Would you work with this Contractor again?			Yes		No		
22)	Would you work with this team again?			Yes		No		
One year follow up								
23)	Warranty Support:	1	2	3	4	5		

Evaluator

Signature_____ Date:_____

Title:

Name:

Please Print

Rev. 2-17-2015 RGP

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

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

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

CONSOLIDATED AGREEMENT FOR CONSTRUCTION GENERAL CONTRACTING

BOARD OF GOVERNORS OF WAYNE STATE UNIVERSITY
DETROIT, MICHIGAN

With

[GENERAL CONTRACTOR'S NAME]

For

[NAME PROJECT]

Wayne State University Contract Number _____

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

[ENTER A BRIEF DESCRIPTION OF THE PROJECT]

1.00 CONTRACT DOCUMENTS

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

2.00 DESIGN PROFESSIONAL

The Design Professional for this Project is:

[NAME]
[ADDRESS]

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

3.00 CONTRACTOR'S RESPONSIBILITIES

3.01 Scope of Work

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

3.02 Skill and Judgment

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

3.03 Scheduling

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

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

3.04 Construction

3.04.1 Subcontracts and Purchase Agreements

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

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

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

3.04.2 Construction Supervision

a) The Contractor shall establish sufficient on-site organization, staffing and support as well as clear lines of authority in order to expeditiously complete the Project in accordance with the Contract Documents, in every aspect, on a totally coordinated basis.

b) The Contractor shall maintain a competent full-time staff available at the site while Work is being performed to supervise, schedule and coordinate the performance of the Work of all Subcontractors in accordance with the University's objectives including cost, time for completion and quality of the Work. Contractor’s Staffing Plan is attached as Exhibit D to this Agreement. The Staffing Plan shall not be changed, except with the written consent of the University’s Representative unless members of the Project Staff cease to be in the employ of the Contractor.

c) The Contractor shall notify the University of the dates, times and locations of conferences with Subcontractors and schedule and conduct regular progress meetings to be attended by all parties in interest including the University to discuss such matters as procedures, progress, job problems, scheduling, coordination, changes, and related matters.

d) The Contractor shall take, transcribe and promptly distribute to all parties, including the University, minutes of such progress meetings with the Subcontractors, weekly job meetings and monthly management meetings.

e) The Contractor shall maintain an on-site daily log of construction progress, problems and items of special interest. The Contractor shall provide digital photographic files and digital recording showing Project status or progress. Such logs, records, photographs and videos shall be immediately available to the University upon request.

f) The Contractor shall furnish monthly written progress reports on the Subcontractors' work in a form acceptable to the University and assist the Design Professional and the University with periodic and final inspections of the Work. At all inspections preceding the final inspection, the Contractor shall furnish a detailed report to the University of observed discrepancies, deficiencies, and omissions in the Work

performed by any Subcontractor.

g) The Contractor shall provide and maintain a correct layout of the structures and monitor the Work to verify that all lines and levels are adhered to by the Subcontractors. The Contractor shall immediately report in writing all discrepancies with respect to design details for prompt resolution by the Design Professional.

h) The Contractor shall submit any Request for Information (RFI) to the Design Professional and University only after attempting to determine if the requested clarification is contained in the Contract Documents; any RFI shall contain sufficient detail to allow a response within seven (7) calendar days of when the RFI is submitted. In no event shall the response to an RFI be considered delayed unless more than fourteen days have passed since the RFI was submitted.

i) The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents or that which is reasonably inferable for the completion of the Project.

j) The Contractor shall be responsible to the University for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing any portion of the Work related to a contract with the Contractor.

k) The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities of the University, Design Professional, or by tests, inspections or approvals required or performed by persons other than the Contractor, except where such relief is authorized by the University in writing in accordance with this Agreement.

l) The Contractor shall inspect portions of Work performed or portions of existing facilities being renovated in this Project to determine that such portions are in proper condition to receive subsequent Work. Further, the Contractor shall plan for and call for the review of the Work by the University's commissioning agents as required. The Contractor's Construction Schedule shall include activities that recognize this coordination responsibility.

3.04.2.1 Safety

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

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

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

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

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

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

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

3.04.2.2 Hazardous Condition

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

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

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

3.04.2.3 University's Right to Stop the Work

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

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

3.04.2.4 University's Right to Carry Out the Work

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

3.04.3 Document Management

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

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

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

3.04.3.1 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

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

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

3.04.4 Cash Flow Estimates and Cost Control

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

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

3.04.5 Minority/Women Business Enterprise Participation

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

3.04.7 Time of Completion

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

A. Substantial Completion: [ENTER COMPLETION DATE]

B. Punchlist Completion: [ENTER COMPLETION DATE]

C. Final Completion: [ENTER COMPLETION DATE]

3.04.8 Timely Completion

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

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

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

3.04.8.1 Substantial Completion

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

3.04.8.2 Final Completion

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

3.05 Contractor's Insurance

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

3.05.1 Policies and Coverage

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

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

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

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

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

(5) Builder's Risk Insurance.

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

3.05.2 Proof of Coverage

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

3.05.3 Subcontractor's Insurance

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

3.05.4 Scope of Insurance Coverage

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

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

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

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

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

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

3.05.5 Miscellaneous Insurance Provisions

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

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

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

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

3.05.6 Loss Adjustment

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

3.05.7 Compensation Distribution

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

3.05.8 No Waiver of Subrogation

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

3.06 Indemnification

3.06.1

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

3.06.2

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

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

3.06.3

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

3.06.4

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

3.06.5

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

3.06.6

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

3.06.7

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

3.07 Guarantee

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

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

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

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

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

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

4.00 CONTRACTOR'S COMPENSATION

4.01 Basis of Compensation

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

4.02 Change Orders and Construction Change Directives

4.02.1 Generally

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

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

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

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

4.02.2 Proposed Change Orders

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

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

4.02.3 Allowable Costs Upon Change Orders

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

4.02.3.1 Labor

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

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

4.02.3.2 Materials

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

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

4.02.3.3 Equipment

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

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

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

4.02.3.4 Work by Subcontractors and Vendors

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

4.02.3.5 Contractor Mark-up for Added Work

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

4.02.3.6 Credit for Deleted Work

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

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

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

4.02.3.7 Market Values

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

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

4.02.4 Failure to Agree as to Cost

4.02.4.1 For Added Work

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

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

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

4.02.4.2 For Deleted Work

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

4.02.5 Allowable Time Extensions

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

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

4.02.6 Emergency Changes

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

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

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

4.03 Records and Audit

4.03.1

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

4.03.2

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

4.03.3

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

4.03.4

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

4.03.5

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

4.03.6

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

4.03.7

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

4.03.8

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

4.04 Applications for Payment

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

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

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

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

4.05 Retainage

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

4.06 Final Payment

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

5.00 PREVAILING WAGES

5.01 Applicable Wage Rates

The Contractor acknowledges and shall abide by the University's prohibition on use of 1099 independent contractors and owner / operator business entities wherein such individuals or entities are not able to secure and maintain workers compensation insurance. The Contractor shall ensure that all classifications of laborers and construction mechanics performing Work on the Project job site are employees of the Contractor or any subcontractor for any tier thereof, and that each worker is covered by workers compensation insurance.
For this project, it is a University requirement that the Contractor and all Subcontractors and sub-subcontractors who provide labor on this project shall compensate each worker, regardless of their employment status, not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed. At the time of advertising for bids on the project, the University shall provide the prevailing rates of wages and fringe benefits for all classes of construction mechanics called for in the Contract. A schedule of these rates shall be made a part of the specifications for the work to be performed and shall be printed on the bidding forms where the work is to be done by contract. Contractor shall also post on site, in a conspicuous place, a copy of all applicable wage and benefit rates, and shall provide the University with a copy of the applicable wage and benefit rates posted.

5.02 Certified Payroll Records and Supporting Documents

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

5.02.1 Audit

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

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

5.02.2 Failure to Comply with Audit

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

5.03 Classification of Workers

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

5.04 Failure to Pay

If a Contractor or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within fourteen (14) days after notice to do so by the University, the University shall have the right, at its option, to do any or all of the following:

5.04.1

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

5.04.2

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

5.04.3 University's Rights Cumulative

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

5.05 Application to Subcontractors

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

6.00 OWNERSHIP OF ELECTRONIC OR HARD-COPY DOCUMENTS

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

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

7.00 SUCCESSORS AND ASSIGNS

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

8.00 CLAIMS, DISPUTES AND GOVERNING LAW

8.00 CLAIMS AND DISPUTES

8.01 Claims Definition

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

8.01.1 Policy of Cooperation

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

8.02 Recommendation of Design Professional

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

8.03 Time Limits on Claims

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

8.04 Continuing Contact Performance

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

8.05 Claims for Concealed or Unknown Conditions

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

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

8.06 Claims for Additional Cost

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

8.07 Claims for Additional Time

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

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

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

8.08 Injury or Damage to Person or Property

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

8.09 Verification of Claims Submitted

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

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

8.10 Resolution of Claims and Disputes

8.10.1 Review by Design Professional

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

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

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

8.10.2 Review by Vice-President for Finance and Business Operations

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

8.10.3 Jurisdiction

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

8.10.4 Condition Precedent

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

8.10.5 Governing Law

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

9.00 NON-DISCRIMINATION

9.01 General

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

9.02 Solicitation/Advertisements

The Contractor shall in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex (including gender identity), height, weight, or familial, disability or veteran status.

9.03 Rules/Laws

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

9.04 Reports

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

9.05 Persons with Disabilities

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

9.06 Contract Provisions

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

10.00 ADDITIONAL PROVISIONS

10.01 Prohibited Contracts or Subcontracts due to Unfair Labor Practices

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

10.02 Buy-American

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

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

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

10.03 Michigan Products

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

10.04 Drug and Alcohol Testing

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

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

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

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

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

10.05 Other University Policies

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

10.06 University Representative

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

11.00 INCLUSION BY REFERENCE

This Contract and Contract Documents hereby include and incorporate by reference the General Conditions of Construction and Supplementary General Conditions, the Request for Proposal by University, the approved plans and specifications, Contractor's Bid or Proposal insofar as it is not inconsistent with the other Contract Documents and other Project documents attached as Exhibits.
Exhibit A – Contractor's Bid or Proposal
Exhibit B – Basis of Compensation
Exhibit C - Authorization Matrix
Exhibit D – Staffing Plan

12.00 TERMINATION

12.01 Termination by the University for Cause

12.01.1

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

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

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

12.01.2

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

12.02 Suspension by the University for Convenience

12.02.1

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

12.02.2

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

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

12.03 Termination By The University For Convenience

12.03.1

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

12.03.2

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

12.04 Termination By The Contractor

12.04.1

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

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

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

12.04.2

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

13.00 COMPLETE AGREEMENT

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

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

CONTRACTOR		Wayne State University	
By:	_____	By:	_____
Name:	_____	Name:	William R. Decatur
Title:	_____	Title:	VP Finance & Business Operations
Date:	_____	Date:	_____

Exhibit A – Contractor's Bid or Proposal

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

Exhibit B – Basis of Compensation

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

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

	Description	Amount
Alternate 1		
Alternate 2		
Alternate 3		

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

Work Item	Unit Price
1.	
2.	

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

WAYNE STATE UNIVERSITY
GENERAL CONDITIONS OF CONSTRUCTION

GENERAL CONDITIONS (Revised 7-2018)

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GENERAL CONDITIONS OF CONSTRUCTION

1.00 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.00 BIDDING

2.01 Duty to Carefully Examine These Instructions

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

2.02 Disclosure of Bidders

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

2.03 Clarification During Bidding

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

2.04 Bidding Documents

2.04.1 Bid Proposal Package

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

2.04.2 Listing of Proposed Subcontractors Acceptable to the University

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

2.04.3 Bidder's Security

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

2.05 Bid Proposals

2.05.1 Submission of Proposals

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

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

2.05.2 Withdrawal of Proposals

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

2.05.3 Public Opening of Proposals – SECTION DELETED

2.05.4 Rejection of Irregular Proposals

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

2.05.5 Power of Attorney or Agent

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

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

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

2.05.7 Exclusion from Contract Documents

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

2.06 Mistake in Bid

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

2.07 Non-Discrimination

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

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

include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, (including gender identity), height, weight or familial, disability or veteran status.

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

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

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

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

3.00 AWARD AND EXECUTION OF CONTRACT

3.01 Contract Bonds and Insurance

3.01.1 Payment and Performance

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

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

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

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

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

3.02 Execution of Contract

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

3.03 Failure or Refusal to Execute Contract

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

4.00 RESPONSIBILITIES OF THE PARTIES

4.01 University

4.01.1 Information and Services Required of the University

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

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

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

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

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

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

4.01.2 University's Right to Stop the Work

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

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

4.01.3 University's Right to Carry Out the Work

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

4.01.4 University's Right to Audit

4.01.4.1

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

4.01.4.2

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

4.01.4.3

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

4.01.4.4

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

4.01.4.5

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

4.01.4.6

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

4.01.4.7

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

4.02 Contractor

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

4.02.1 Contractor's Responsibility for the Work

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

4.02.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

4.02.3 Supervision and Construction Procedures

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

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

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

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

4.02.4 Quality Control

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

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

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

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

4.02.5 Labor and Materials

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

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

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

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

4.02.6 Disputes with Subcontractors

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

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

4.02.7 Project Manager and Superintendent

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

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

4.02.8 Taxes

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

4.02.9 Permits and Notices

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

4.02.10 Allowances

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

1. materials and equipment under an allowance shall be selected promptly by the University to avoid delay in the Work;

2. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

3. the Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances;

4. if allowance assumptions prove inappropriate, the Contract Sum may be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the allowances.

4.02.11 Use of Site

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

4.02.12 Safety

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

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

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

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

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

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

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

4.02.13 Hazardous Condition

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

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

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

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

4.02.14 Cutting, Patching and Sequencing

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

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

4.02.15 Access to Site

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

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

4.02.16 Burden for Damage

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

4.02.17 Payments by Contractor

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

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

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

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

4.02.19 Patented or Copyrighted Materials

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

4.02.20 Property Rights in Materials and Equipment

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

4.02.21 Utilities

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

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

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

4.02.22 Asbestos and Hazardous Materials

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

4.02.23 Photographic Site Survey

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

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

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

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

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

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

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

4.03 Design Professional

4.03.1 Design Professional's Administration of Contract

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

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

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

4.03.2 Communications Facilitating Contract Administration

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

4.03.3 Evaluation of Applications for Payment

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

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

4.03.4 Review of Shop Drawings, Product Data and Samples

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

4.03.5 Site Observations to Determine Substantial and Final Completion

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

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

4.04 Delegation of Performance and Assignment of Money Earned

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

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

4.05 Contractor's Insurance

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

4.05.1 Policies and Coverage

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

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

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

(3) Worker's Compensation and Employer's Liability Insurance as required by Federal and Michigan law. The Contractor shall also require all of its Subcontractors to maintain this insurance coverage. The Contractor acknowledges and shall abide by the University's prohibition on the use of 1099 independent contractors and owner/operator business entities wherein such individuals are not able to secure and maintain such insurance. The Contractor shall ensure that all classifications of laborers and construction mechanics performing Work on the Project job site are traditional employees of the Contractor or any Trade Contractor for any tier thereof, and that each is covered by such insurance.

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

(5) Builder's Risk Insurance: The Contractor, at his sole expense, shall purchase and maintain property insurance upon the entire Project for the full replacement cost at the time of any loss. This insurance shall include “All Risk” coverage against physical loss or damage including the perils of Fire and Extended Coverage, Theft, Vandalism, and Malicious Mischief, Transit and Collapse. The Contractor will be responsible for any co-insurance penalties and/or deductibles.

(6) Professional Liability (Errors and Omissions) including tail-coverage for claims made after final completion.

4.05.2 Proof of Coverage

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

4.05.3 Subcontractor's Insurance

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

4.05.4 Scope of Insurance Coverage

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

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

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

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

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

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

4.05.5 Miscellaneous Insurance Provisions

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

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

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

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

4.05.6 Loss Adjustment

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

4.05.7 Compensation Distribution

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

4.05.8 Waivers of Subrogation

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

4.06 Indemnification

4.06.1

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

4.06.2

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

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

4.06.3

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

4.06.4

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

4.06.5

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

4.06.6

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

4.06.7

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

4.07 Occupancy by University Prior to Acceptance

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

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

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

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

4.08 Contract Time

4.08.1 Time of the Essence

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

4.08.2 Starting and Completion Date

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

4.08.3 Delay

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

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

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

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

4.08.4 Adjustment of Contract Time and Cost

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

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

4.08.5 Contractor to Fully Prosecute Work

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

4.08.6 University's Adjustment of Contract Time

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

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

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

4.09 Progress Schedule

4.09.1

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

4.09.4

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

4.09.5

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

4.09.6

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

4.09.7

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

4.09.8

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

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

4.09.9

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

4.10 Coordination With Other Work

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

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

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

4.11 As-built Drawings Reflecting Actual Construction

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

4.12 Cleanup of Project and Site

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

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

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

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

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

4.13 [Not used]

4.14 Project Sign, Advertising

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

5.00 INTERPRETATION OF AND ADHERENCE TO CONTRACT REQUIREMENTS

5.01 Interpretation of Contract Requirements

5.01.1 Conflicts

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

(1) Addenda shall govern over all other Contract Documents and subsequent addenda shall govern over prior addenda only to the extent that they modify prior addenda. Such addenda shall only govern the scope of Work, Contract Sum, and Time of Completion, and shall not be deemed to amend the Contract, General Conditions of Construction, or Supplementary General Conditions of Construction.

(2) In case of conflict between plans and specifications, the specifications take precedence over drawings for the specific type or quality of materials or the quality of installation; the drawings take precedence over the specifications with regard to quantities, locations or detail of installation.

(3) Conflicts within the plans:
   (a) Schedules, when identified as such, shall govern over all other portions of the plans.

   (b) Specific notes shall govern over all other notes and all other portions of the plans except the schedules described in Article 5.01.1, above.

   (c) Larger scale drawings shall govern over smaller scale drawings.

   (d) Figured or numerical dimensions shall govern over dimensions obtained by scaling. Scaling the drawings is prohibited.

(4) Conflicts within the specifications:
   "General Conditions for Construction" shall govern over all sections of the specifications except for specific modifications thereto that may be stated in Supplementary General Conditions or addenda. No other section of the specifications shall modify the General Conditions for Construction.

(5) In the event provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

5.01.2 Omissions

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

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

5.01.3 Miscellaneous

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

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

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

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

5.01.4 Interpreter of Documents

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

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

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

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

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

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

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

5.03 Product and Reference Standards

5.03.1 Product Designation

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

5.03.2 Reference Standards

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

5.04 Shop Drawings, Samples, Alternatives or Equals, Substitutions

5.04.1 Submittal Procedure

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

5.04.2 Samples

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

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

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

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

5.04.3

5.04.3 Substitutions

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

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

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

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

5.05 Quality of Materials, Articles and Equipment

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

5.06 Testing Materials, Articles, Equipment and Work

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

5.07 Rejection

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

5.08 Responsibility for Quality

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

6.00 CHANGES IN THE WORK

6.01 Change Orders

6.01.1 Generally

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

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

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

6.01.2 Proposed Change Orders

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

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

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

6.01.3 Allowable Costs Upon Change Orders

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

6.01.3.1 Labor

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

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

6.01.3.2 Materials

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

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

6.01.3.3 Equipment

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

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

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

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

6.01.3.4 Change Order Mark-up Allowance

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

6.01.3.5 Credit for Deleted Work

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

6.01.3.6 Market Values

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

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

6.01.4 Failure to Agree as to Cost

6.01.4.1 For Added Work

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

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

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

6.01.4.2 For Deleted Work

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

6.01.5 Allowable Time Extensions

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

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

6.02 Emergency Changes

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

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

6.03 Preliminary Project Cost and Schedule Impact Report

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

7.00 CLAIMS AND DISPUTES

7.01 Policy of Cooperation

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

7.02 Recommendation of Design Professional

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

7.03 Time Limits on Claims

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

7.04 Continuing Contract Performance

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

7.05 Claims for Concealed or Unknown Conditions

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

7.06 Claims for Additional Cost

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

written order for a minor change in the Work issued by the Design Professional, (4) failure of payment by the University, (5) termination of the Contract by the University, (6) University's suspension or (7) changes in the scope of Work, the Contractor's claim shall be filed in strict accordance with the procedure established herein.

7.07 Claims for Additional Time

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

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

7.08 Injury or Damage to Person or Property

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

7.09 Resolution of Claims and Disputes

7.09.1 Review by Design Professional

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

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

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

7.09.2 Review by Associate Vice President of Facilities Planning and Management

The determination by the Design Professional shall be subject to the review and approval of the Associate Vice President of Facilities Planning and Management at Wayne State University who may request additional information from the Claimant for review and consideration. The Associate Vice President of Facilities Planning and Management may issue a schedule for further discussions, review or decision. Upon decision by the Associate Vice President of Facilities Planning and Management, if the Claimant seeks further review, the matter shall be submitted to the Vice-President of Finance and Business Operations.

7.09.3 Review Vice-President of Finance and Business Operations

If the determination by the Design Professional and the decision of the Associate Vice President does not resolve the Claim, the Claimant may appeal to the Vice President of Finance and Business Operations who shall review such determination and the supporting information submitted by the parties for the purpose of upholding, modifying, or rejecting the determination. The Vice President of Finance and Business Operations shall render a decision within forty-five days of the completion of any submissions by the parties. The decision of the Vice President of Finance and Business Operations is final unless it is challenged by either party by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision.

7.09.4 Jurisdiction

Sole and exclusive jurisdiction over all claims, disputes, and other matters in question arising out of or relating to this Contract or the breach thereof, shall rest in the Court of Claims of the State of Michigan. No provision of this agreement may be construed as the University's consent to submit any claim, dispute or other matter in question for dispute resolution pursuant to any arbitration or mediation process, whether or not provisions for dispute resolution are included in a document which has been incorporated by reference into this agreement.

7.09.5 Condition Precedent

The process and procedures described in Article 7.09 are an express condition precedent to the Contractor filing or pursuing any legal remedy, including litigation. Pursuing litigation by the Contractor prior to exhaustion of the procedures set forth herein shall be premature and a material breach of this Agreement.

8.00 PAYMENT AND COMPLETION

8.01 Progress Payments

To assist in computing partial payments, the Contractor shall submit to the Design Professional and University a detailed "Schedule of Values" for review and approval by the University. The cost breakdowns shall be in sufficient detail for use in estimating the Work to be completed each month and shall be submitted within 10 days after the date of commencement of Work given in the Notice to Proceed.

Once each month during the progress of the Work, the Contractor shall submit to the Design Professional a partial payment request for review and approval. The partial payment request shall be based on the cost of the Work completed plus the acceptable materials delivered to or stored on the site under the control of the Contractor and not yet installed. The Design Professional and University shall review and certify by signature as to the validity of the request, and approving payment. Partial payments shall not be construed as acceptance of any Work which is not in accordance with the requirements of the Contract. Once the partial payment request has been certified by the Design Professional, it shall be submitted to the University for approval and processing.

The Contractor warrants that title to the Work, materials and equipment covered by an Application for Payment shall pass to the University upon the earlier of either incorporation in construction or receipt of payment by Contractor; that Work, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by Contractor or by any other person performing Work at the Project or furnishing materials or equipment for the Project subject to an agreement under which an interest or encumbrance is retained by the seller or otherwise imposed on the Contractor or buyer.

All Applications for Payment shall be accompanied by sworn statements and waivers executed by Contractor, Subcontractors and suppliers whose work is included in the Application for Payment, as well as other documentation that may be required by the University, stating that all have been paid in full for Work performed through the last or most recent progress payment: The Contractor and each subcontractor shall also provide properly completed certified payroll form WH-347 to the University's with each application for payment request.

8.02 Format of Application for Payment

In addition to a schedule of values or detailed outline for the Cost of Work that is acceptable to the Contractor and University, other specific requirements for Application for Payment format and calculations include.

- Applications for Payment shall first present the itemized Cost of Work.
    - For any portion of the Work being performed according to unit pricing or time and materials pricing, invoicing and Applications for Payment must be accompanied by acceptable supporting documentation to evidence accurate quantities of actual labor, materials and equipment. Any allowed mark-ups to the actual cost of Work performed will be added to these costs separately and not included in the actual cost.
    - Change Orders executed between the Contractor and University shall be reported as separate line items within the Application for Payment and directly under applicable Subcontractor Cost of Work items. Change Orders affecting multiple Subontractors' Cost of Work items shall be similarly numbered to permit ease of tracking. These requirements shall run through Subcontractor Applications for Payment to the Contractor to permit ease of tracking. Change Orders within a Subcontractor Application for Payment shall be appropriately labeled as being initiated by the Contractor or University to permit ease of tracking.

- The Contractor's General Conditions, Overhead and Profit shall next be calculated as the balance of the Application for Payment.

8.03 Substantial Completion, Incomplete Construction List and Punchlist

When the Contractor considers that the Work, or a portion thereof which the University agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Design Professional a comprehensive Incomplete Construction List of items to be completed or corrected, in a form agreed by the University and the Design Professional. The Contractor shall proceed promptly to complete and correct items on the Incomplete Construction List. Failure to include an item on such Incomplete Construction List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's Incomplete Construction List, the Design Professional, with the University's Representative, will make an observation to determine whether the Work or designated portion thereof is substantially complete and will identify observable items inconsistent with the Contract Documents to be included in the Punchlist. If the Design Professional's or University Representative's observation discloses any item, whether or not included on the Contractor's Incomplete Construction List, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item, upon notification by the Design Professional.

The Contractor shall then submit a request for another observation by the Design Professional to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Design Professional will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the University and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time, generally 45 days, within which the Contractor shall finish all remaining Incomplete Construction List and Punchlist items accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the University and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

8.03.1 Partial Completion

From time to time, as portions of the Work are completed by the Contractor, the University shall have the right, upon giving the Contractor prior written notice, to accept any portion of the Work that the University desires to use and occupy. Such partial acceptance shall be made in writing and thereafter the Contractor shall have no further obligation with respect to the Work accepted, except to correct the Work subsequently found to have been improperly done, to replace defective materials or equipment, or as defined by Substantial Completion, Incomplete Construction List and Punchlist requirements.

8.04 Completion and Final Payment

Upon the Final Completion of the Work by the Contractor, the acceptance of the Work by the University, and the release of all claims against the University and the Work by the Contractor and its subcontractors and suppliers (which releases shall be evidenced by final waivers and releases or other documents acceptable to the University), the Contractor shall file a request for Final Payment.

8.04.1 Final Application for Payment

Upon the receipt of the Contractor's Final Application for Payment, including any and all waivers required by the University and the Contractor's provision of all Close-out Documents, and training requirements, the University shall promptly make a final inspection, and if the University finds the Work acceptable and complete in strict accordance with the Contract Documents, the University shall issue Final Payment. Final Payment shall be made upon Completion of the Work and shall indicate the University's Final Acceptance of the Work

and its acknowledgment that the Work (excluding any further warranty and guaranty obligations) has been completed and is accepted under the terms and conditions of the Contract Documents. If prior to the making of Final Payment the University finds deficiencies in the Work, the University shall promptly notify the Contractor thereof in writing, describing such deficiencies in detail. After the Contractor has remedied any deficiencies noted by the University, the Contractor shall request a final inspection and the University shall make such inspection and follow the procedure set forth in this Paragraph.

8.04.2 Final Payment by the University

The making of Final Payment shall constitute a waiver of all claims by the University except those arising from: (1) unsettled liens; (2) faulty or defective work appearing after completion; (3) failure of the work to comply with the requirements of the Contract Documents; (4) terms of any special or extended warranties required by the Contract Documents; or (5) the obligations of the Contractor under the indemnification provisions of Paragraph 4.06 hereof.

The acceptance of Final Payment shall constitute a waiver of all claims by the Contractor.

8.05 Guarantee

The Contractor unconditionally guarantees the Work under this Contract to be in conformance with the Contract Documents and to be and remain free of defects in workmanship and materials not inherent in the quality required or permitted for a period required by the contract documents beginning from the date of Substantial Completion. The Subcontractors unconditionally guaranty the Work under the subcontracts to be in conformance with the Contract Documents and to be and remain free of defects in workmanship and materials for the same period from the date of Substantial Completion, unless a longer guarantee period is stipulated in the Contract Documents. By this guarantee the Contractor and Subcontractors agree, within their respective guarantee periods, to repair or replace any Work, together with any adjacent Work which may be displaced in so doing which is not in accordance with the requirements of the Contract or which is defective in its workmanship or material, all without any expense whatsoever to the University. The Contractor shall be responsible for the coordination of all such guarantee work performance or repairs.

Special guarantees that are required by the Contract Documents shall be signed by the Contractor or Subcontractor who performs the work.

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

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

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

9.00 TERMINATION

9.01 Termination by the University for Cause

9.01.1

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

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

9.01.2

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, the remaining balance shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the University. The amount to be paid to the Contractor or University, as the case may be, shall be certified by the Design Professional, upon application, and this obligation for payment shall survive termination of the Contract. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination. However, the University shall be entitled to retain whatever amount is remaining unpaid to the Contractor in order to correct the cause for termination; such action is in addition to any other right or remedy which the University may have.

9.02 Suspension by the University for Convenience

9.02.1

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

9.02.2

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

adjustment is made or denied under another provision of this Contract. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination.

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

9.03 Termination By The University For Convenience

9.03.1

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

9.03.2

Unless the termination is for cause, the Contractor shall be entitled to receive only the payments provided for in Article 8, pro-rated to the date of termination (including payment for the period of the 30 day notice) plus reimbursement for approved and actual costs and expenses incurred by the Contractor to the date of termination. Prior to payment, the Contractor shall furnish the University with a release of all claims against the University. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination.

9.04 Termination By The Contractor

9.04.1

The Contractor may terminate the Contract if the Work is stopped for a period of 60 days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor, for any of the following reasons: (1) issuance of an order of a court or other public authority having jurisdiction; (2) an act of government, such as a declaration of national emergency, making material unavailable; (3) because the Design Professional has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification, or because the University has not made payment on a Certificate for Payment within forty-five (45) days of the time stated in the Contract Documents; (4) if repeated suspensions, delays or interruptions by the University constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

If one of the above reasons exists, the Contractor may, upon fourteen (14) additional days' written notice to the University and Design Professional, terminate the Contract and recover from the University payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit.

9.04.2

If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor due to University actions or inaction, the Contractor may, upon fourteen additional days' written notice to the University and the Design Professional, terminate the Contract and recover from the University as provided in Subparagraph 9.03.2

10.00 MISCELLANEOUS

10.01

These Contract Documents supersede all previous agreements between the University and the Contractor concerning this Work.

10.02

No action or failure to act by the University shall constitute a waiver of a right afforded it under these General Conditions, nor shall such action or failure to act constitute approval or acquiescence of a breach of these General Conditions, except as may be specifically agreed in writing.

10.03

The invalidity or unenforceability of any provision of these General Conditions shall not affect the validity or enforceability of any other provision.

-End of General Conditions for Construction-

-End of General Conditions for Construction-

SUPPLEMENTARY GENERAL CONDITIONS

OF

CONSTRUCTION

Facilities Planning & Management - Design & Construction Services

Wayne State University

Complete Documents can be downloaded at
http://www.forms.procurement.wayne.edu/RFPs/Supplementary_General_Conditions_General_Contractor_1-3-2017.docx

SUPPLEMENTARY GENERAL CONDITIONS OF CONSTRUCTION *(REVISED 7-2018)*

Where any article of the General Conditions of the Contract for Construction is supplemented in these Supplementary General Conditions, the original article shall remain in full force and effect and all supplementary provisions shall be considered as added thereto. Where any such article is modified, superseded or deleted here, provisions of such article not so specifically modified, superseded or deleted shall remain in full force and effect.

4.00 RESPONSIBILITIES OF THE PARTIES

Add the following to 4.02.3

.1 Temporary Facilities

.a The Contractor shall be responsible for arranging and providing general services and temporary facilities as specified herein and as required for the Design Professional, the University, all Subcontractors, Separate Contractors and Contractor's staff for the proper and expeditious prosecution of the Work, including, but not limited to, temporary offices and toilets; temporary storage; temporary electrical lighting and power; temporary voice and data communications, temporary water; temporary enclosures; temporary heating and ventilation; temporary openings; material hoists; temporary ladders, ramps and runways; temporary fire protection, protective coverings; temporary fire protection, protective coverings; and construction sign(s). The Contractor shall, at its own expense but included within the Cost of the Work, make all temporary connections to utilities and services in locations acceptable to the University, Design Professional and local authorities having jurisdiction thereof; furnish all necessary labor and materials, and make all installations in a manner subject to the acceptance of such authorities and the Design Professional; maintain such connections; remove the temporary installation and connections when no longer required; and restore the services and sources of supply to proper operating conditions.

.b The Contractor shall make all arrangements with the University and/or the local electrical utility company for temporary electrical service to the Site, shall provide all equipment necessary for temporary power and lighting, and shall pay all charges for this equipment and installation thereof. The electrical service shall be of adequate capacity for all construction tools and equipment without overloading the temporary facilities and shall be made available to all trades. The Contractor shall furnish, install and maintain a temporary lighting system to satisfy minimum requirements of safety and security.

.c Temporary weathertight enclosures and temporary heating shall be provided by the Contractor as required pursuant to the Construction Schedule or Master Project Schedule to complete the Work on or before the Completion Date, to make the building weathertight and suitable working conditions for the construction operations of all trades. Under no circumstances shall the temperature be allowed to reach a level which will cause damage to any portion of the Work which may be subject to damage by low temperatures. Unless otherwise indicated in the Construction Documents, the Contractor shall pay for all fuel, maintenance and attendance required in connection with the portable unit heaters without additional cost or expense to University. Any surface, interior or exterior, damaged by the use of these space heaters shall be replaced by new materials or be refinished to the satisfaction of the Design Professional and University without additional cost to the University.

.d All temporary equipment and conduits for same shall be in accordance with the applicable provisions of the governing codes. All temporary wiring and power conduits shall be maintained in a safe manner and utilized so as not to constitute a hazard to persons or property. All temporary equipment, wiring and conduits shall be completely removed after they are no longer necessary and prior to completion. At the conclusion of use or at the conclusion of the project, any materials or products purchased for the temporary facilities and temporary utilities and paid for, either

directly or indirectly, by the University shall become the property of the University and shall, at the option of the University, be delivered to the University's designated location.

.e Where temporary facilities and associated utilities, and for utilities used in performance of this Agreement can be reasonably provided from existing University services, the University shall bear the cost of such utility consumption. However, for conditions that require the Contractor to use electrical generators or equipment fueled by an independent fuel source, the Contractor shall bear all such costs.

Add the following to 4.02.12

.1 Safety and Protection

.a Contractor shall provide fences, pedestrian walks, barriers, etc. to ensure safety of the general public and Contractor's personnel or as directed by University.

.b Contractor will provide perimeter protection at wall and floor openings, elevator shafts, stairwells, and floor perimeters in accordance with MIOSHA requirements.

.c Combustible rubbish shall be removed daily and shall not be disposed of by burning on site. The entire premises and area adjoining and around the operation shall be kept in a safe and sanitary condition and free of accumulation of trash, rubbish, nuts, bolts, small tools, and other equipment not in use. Contractor is responsible to provide trash containers and fund the removal/disposal of construction debris and general trash.

.d Contractor will regularly ensure that 1) excess material/trash are removed from work sites; 2) passageways (e.g., sidewalks, hallways) are cleared of obstructions; 3) equipment is shut down and secured; and 4) lighted barricades are erected where necessary.

.e All existing means of egress, including stairways, egress doors, panic hardware, aisles, corridors, passageways, and similar means of egress shall, at all times, be maintained in a safe condition and shall be available for immediate use and free of all obstructions.

.f The space under the temporary trailer shall not be used for the storage or placement therein of flammable gases, liquids, or gas and liquid fuel powered equipment. This area shall be kept free of accumulations of any rubbish or trash.

.g In temporary trailers, all exit doors shall be open for egress whenever the unit is occupied. Draw bolts, hooks and other similar locking devices shall be prohibited on all egress doors.

.h On site storage of combustible or flammable liquids shall be limited to one day supply. Indoor storage of propane containers is prohibited.

.i Prior to working in confined spaces on campus, the Contractor must have its written Confined Spaces Program and Permit System reviewed by the University and the documents must meet minimum acceptable standards under the current MIOSHA regulation(s). The Contractor must provide its own atmospheric testing, personal protection, ventilating and rescue equipment as required. The Contractor should seek information from University on any known hazards of the confined spaces to be entered. All manholes and utility tunnels are considered confined spaces.

.j Compressed gas cylinders belonging to Contractor must be properly segregated and secured (with chains or similarly reliable restraining devices) to wall or floor mounted support systems, cylinder storage racks etc., when not in transit. Protective caps must be in place during transit or when not in use.

.k Contractor must follow all of OSHA's lockout/tagout requirements of 29 CFR 1910.147, provide its own lockout/tagout supplies, and be able to demonstrate that its employees have received formal instruction in "lock-tag-try" procedures. Copies of Contractor's written Lockout/Tagout Program shall be made available to the University upon request.

.l Contractor may not use any University sinks, drains or catch basins for the washing of any equipment, tools or supplies, or the disposal of any liquids, (excluding consumable products and hand-soap/water) without the express permission of University. This restriction applies to all sinks (including water fountains) in laboratories, offices and maintenance areas. Additionally, no polluting or hazardous liquids (such as motor oils, cleaners, solvents, paints, diesel fuels, antifreeze, etc.) may be drained onto roads, parking lots, ditches, wetlands, dirt piles or other soil, or into storm or sanitary sewers.

.m Contractor transporting hazardous materials (e.g. reclaimed materials, chemicals, fuels, oils, concrete) to and from campus must follow all applicable Department of Transportation [State or Federal] regulations. This includes proper shipping papers, placarding, material segregation and weight limits.

.n Contractor is also responsible for the proper collection, labeling, transporting, manifesting and disposal of polluting or hazardous wastes such as solvents, paints, oil or antifreeze (and rags contaminated with any of these materials) which are the result of Contractor's activities, as required by State and Federal laws and regulations. Copies of all manifests should remain available for University review upon request. Under no circumstances may hazardous wastes be disposed of in University-owned dumpsters, waste containers, drains or sewers, or drained onto roads, parking lots, ditches, wetlands, dirt piles or other soil.

.o Neither the University nor the Design Professional is responsible for conducting safety inspections or observations, but may make recommendations concerning safety to the Contractor.

.p Fire Protection

(1) All reasonable precautions shall be taken against fire throughout all the Contractor's and Trade Contractors' operations. Flammable material shall be kept at an absolute minimum. Any such materials shall be properly handled and stored.

(2) Construction practices, including cutting, welding and grinding, and protection during construction shall be in accordance with the applicable published standards. During such operations the Contractor shall provide a fire watch person. The University requires a "Hot Work" permit for such activities. The Contractor shall provide a sufficient number of approved portable fire extinguishers, distributed about the Project and in cold weather, non-freeze type portable fire extinguishers shall be used.

(3) Gasoline and other flammable liquids shall be stored in and dispensed from Underwriter's Laboratories listed safety containers in conformance with the National Board of Fire Underwriters recommendations and applicable State laws. Storage, however, shall not be within or immediately adjacent to the building. Storage shall be in a lockable, non-combustible, suitably rated cabinet or structure no less than 25 feet distant from any University building.

(4) The Contractor shall schedule the Work so that the permanent standpipe system shall be installed and made operable at the earliest possible date.

4) All tarpaulins that may be used for any purpose during construction of the Work shall be made of material which is water and weather resistant and fire retardant treated. All tarpaulins shall be Underwriters' Laboratories labeled with flame spread rating of fifteen (15) or less and shall be approved by the University's Representative prior to use.

Add the following to 4.02.13

Hazard Communication: University requires the Contractor to be in full compliance with all applicable Federal and State of Michigan regulations regarding Material Safety Data Sheets ("MSDS"). Upon request, copies of these MSDS must also be provided to the University no less than two weeks prior to the onset of activities. Failure to submit MSDS may result in suspension of Work activities until the MSDS are obtained. If Contractor is to work with hazardous products, it shall notify and update the Project Manager of a) proposed work schedules, b) what to expect in terms of noises/odors, and c) how to access MSDS. The Contractor must also be able to demonstrate that its employees have received "Haz Com" (i.e. Michigan Right-to-Know), and thereby possess a broad understanding of MSDS language. Contractor-owned chemical containers must be labeled with the product name and hazards.

Hazardous Materials: In addition to complying with the Michigan Right-to-Know Law, the Contractor must use and store hazardous materials in accordance with all local, state and federal regulations. Special attention must be paid to the segregation of incompatible materials and the handling/storage of flammable and/or volatile materials. At the end of each work day, hazardous materials must be properly secured, stored in MIOSHA approved containers, and placed in locations authorized by the University or removed from University's property.

Add the following to 4.02.21

.1 Excavation Policy

The policy prescribed herein shall be adhered to for all earth excavation, manual or power, on the University campus that penetrates the surface of the soil by a depth of 6 inches or greater.

.a Non-emergency Situation

(1) In non-emergency situations (i.e., scheduled maintenance or construction) the Contractor shall contact the University a minimum of seven days in advance of the scheduled excavation.

(2) The Contractor shall contact Miss Dig, as defined by Public Act 174 of 2013, being MCL 460.721 – MCL 460.733, at least three full business days prior to the scheduled excavation, to ascertain and stake the actual location for all utilities within 50 feet of the limits of the proposed excavation. Actual staking shall be performed not more than three (3) days prior to the excavation.

(3) Excavation shall commence only with the approval of the University Representative after a complete examination of the site utility drawings and a field observation of the staked site.

.b Emergency Situation

1. In an emergency situation (i.e., loss of services on campus or to a building), the Contractor shall immediately contact the University Representative, examine the site utility drawings to determine the potential interferences, and contact Miss Dig and private stakers, if appropriate, to ascertain and stake the actual location of all utilities within 50 feet of the limits of the proposed excavation. The Contractor shall also immediately contact the local natural gas supplier in addition to Miss Dig, upon a natural gas line failure.

2. Contact the University's Police Department at the emergency number: (313) 577-2222.

3. Excavation shall recommence only with the approval of the University's Representative who will grant approval only after a complete examination of the site utility drawings and a field observation of the staked site and clearance from the utility and University Police Department.

.c Pumping and Draining

The Contractor shall provide and maintain a temporary drainage system and pumping equipment as required to keep all excavation areas within the Site free from water from any source. As the Work progresses, all water shall be removed from basement areas, tunnels, pits, trenches and similar areas as required for proper performance of the Work and to prevent damage to any part of the construction utility. Permanent sump pumps shall not be used for this purpose; however, the Contractor may install temporary pumps in the sump pits until the permanent pumps are installed, providing that it cleans sump pits and drain lines satisfactorily after temporary use. The Contractor shall provide and maintain all pumping and draining equipment as required for the installation of all underground piping and utility conduit systems. Pumping and draining shall be performed in a manner to avoid endangering concrete footings or any adjacent construction or property. Such methods shall be subject to the review of the Design Professional.

.d Post-Excavation

(1) Provide appropriate pipe protection (wraps, and/or cathodic protection) as originally installed.

(2) Provide backfill material and compaction in 12-inch lifts to a minimum 95% Maximum Dry Density or higher as required by the Specifications.

(3) Backfill material shall be as specified; or engineered fill free of all deleterious materials and rubbish of any type. Reuse of excavated material, unless otherwise specifically noted on the drawings, is unacceptable.

(4) Provide plastic tape trace 24" (12" for shallow trenches) above all utilities indicating utility type by Miss Dig color code and name defined as follows:

Utility	Color	Lettering
Electric	Red	Elect
Oil/Natural Gas	Yellow	Gas
Telephone & Fiber Optic	Orange	Tele
Cable TV	Brown	TV
Water	Blue	Water
Steam	Yellow	Steam
Sewer	Green	Sewer

(5) Return grade to pre-excavation condition.

Add the following to 4.05.1

The insurance furnished by the Contractor under this Article 4.05.1 shall provide coverage not less than the following:

.1 Workers' Compensation with Employers' Liability & Alternate Employers Endorsement:
(a) Statutory Limits & Employer's Liability $1,000,000

.2 Commercial General Liability
(a) $1,000,000 per occurrence and $2,000,000 aggregate
(b) University added as additionally insured on

.3 Contractors' Pollution Liability:
(a) $1,000,000 per claim

.4 Professional Liability:
(a) $2,000,000 per claim and $4,000,000 aggregate

.5 Auto Liability with Pollution & Legal Liability

(a) $1,000,000
(b) University added as additionally insured on

.6 Excess Liability (Umbrella):
(a) $2,000,000

.7 Builder's Risk Insurance in the amount equal to the Contract Sum.

Any deductible or self-insured reserve shall not be refunded to the Contractor from project contingency or other project funds.

Add the following to 4.12

Elevator shafts, electrical closets, pipe and duct shafts, chases, furred spaces and similar spaces which are generally unfinished, shall be cleaned by the Contractor and left free from rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt and dust before preliminary inspection of the Work.

All areas of the Project in which painting and finishing work is to be performed shall be cleaned throughout just prior to the start of this work, and these areas shall be maintained in satisfactory condition for painting and finishing. This cleaning shall include the removal of trash and rubbish from these areas; broom cleaning of floors; the removal of any plaster, mortar, dust and other extraneous materials from all finished surfaces, including but not limited to, all exposed structural steel, miscellaneous metal, woodwork, plaster, masonry, concrete, mechanical and electrical equipment, piping, duct work, conduit, and also all surfaces visible after all permanent fixtures, induction unit covers, convector covers, covers for finned tube radiation, grilles, registers, and other such fixtures or devices are in place.

In addition to all cleaning specified above and the more specific cleaning which may be required, the Project shall be prepared for occupancy by a thorough final cleaning throughout including washing or cleaning of all surfaces on which dirt or dust has collected. Glass and curtain wall shall be washed and cleaned on both sides by a window cleaning subcontractor specializing in such work. Contractor shall, at University's request, delay such washing of exterior surfaces to such time as requested by University. Recleaning will not be required after the Work has been inspected and accepted unless later operations of the Contractor, in the opinion of the University, make re-cleaning of certain portions necessary.

5.00 INTERPRETATION OF AND ADHERENCE TO CONTRACT REQUIREMENTS

Add the following to 5.04.1

.1 Contractor Requirements

.a Signature: Each item submitted shall be thoroughly reviewed by the Contractor and have a stamp or note describing the Contractor's action, signed by the person authorized by the Contractor to do the checking with that person's name clearly printed.

.b Contractor Responsibility: Contractor shall review each submittal for completeness, conformance to the Contract Documents and coordination with other parts of the Work and the Construction Schedule. By providing and submitting to the Design Professional shop drawings, product data, warranties and samples, the Contractor is representing that he or his Subcontractor, has determined and verified (a) the availability of all materials, and (b) field measurements and field construction criteria related thereto, and (c) that he has checked and coordinated the information contained within such submittals with the requirements of the Work, the Contract Documents and

the Construction Schedule and that such shop drawings, samples, warranties and data conform to the Contract Documents.

.c Limited Acceptance by University and Design Professional: Acceptance is for general design only. Quantities, size, field dimensions and locations are some of the required characteristics which are not part of the acceptance and will not be checked. Accordingly, the limited acceptance shall in no way relieve the Contractor from his obligation to conform his work to required characteristics and to the requirements of the Contract Documents.

.d Delays: The Design Professional may return incomplete submittals with no action taken. The Contractor shall have no claim for any damages or for an extension of time due to delay in the Work resulting from the rejection of materials or from the rejection, correction, and resubmittal of Shop Drawings, samples and other data, or from the untimely submission thereof.

.2 Approvals

The Design Professional's approval shall not indicate approval of dimensions, quantities or fabrication processes unless specific notations are made by the Design Professional regarding same. The Design Professional will check one of the following notations on the Shop Drawing and Sample Review Stamp:

.a "REVIEWED-NO EXCEPTIONS NOTED", indicating final action by the Design Professional. When reviewing resubmitted shop drawings the Design Professional assumes that there are no revisions from the previous submittal, except as provided by 5.04.1 and his review of resubmittals is only for the corrections requested with the approval of the balance of the shop drawing being based on the original submission. Where the Contractor directs specific action to revisions, as provided by 5.04.1 the approval includes these also.

.b "REVIEWED WITH CORRECTIONS NOTED", indicating final action by the Design Professional with the same conditions as "REVIEWED-NO EXCEPTIONS NOTED". Unless he takes exception to the corrections noted, the Contractor may begin that portion of the Work for which the shop drawing was required.

.c "REVISE AND SEND RECORD COPY", requiring that the Design Professional be sent a copy of the revised shop drawing in accordance with the noted corrections, at the same time it is issued for the Work.

.d "NOT APPROVED-RESUBMIT", indicating that the Contractor shall not begin that portion of the Work until the reason indicated for disapproval has been corrected and the revised shop drawing submitted, reviewed and approved by the Design Professional.

.e "NO ACTION REQUIRED", indicating that Contract Documents do not require the Design Professional to review or take any action with this submittal.

.f Where more than one action has been checked, each shall apply to that portion of the shop drawing for which the action is indicated.

8.00 PAYMENT AND COMPLETION

Add the following to 8.01

8.01.1 Monthly Payment Applications

At a meeting mutually agreed upon between the University's Representative and the Contractor, but no less than monthly, the Contractor shall distribute, in triplicate, draft copies of the proposed Payment Application for review and comment. The review, comment and mutual concurrence will be

an agenda item at that meeting. The Contractor will prepare the formal Application for submission from the comments made on the Draft and will present the formal application as provided for herein, including all required back-up materials, such as waivers of claim, release of claim on bond, sworn statement, documentation for stored materials, certified payroll reports and other documents required by the University Representative.

8.01.2 Offsite Materials

If an Application for Payment is made for materials not installed in the Work, but suitably stored off-site at a location acceptable to the University's Representative, such application shall be accompanied by legally acceptable paid invoices or conditional bills of sale and copies of delivery tickets, signed by the Contractor, indicating the Contractor verified that the materials shown on the delivery tickets are at the location accepted by the University and are adequately insured. Failure of the Contractor to furnish paid invoices, conditional bills of sale and proof of insurance shall be cause for withholding such amounts from payment until such paid invoices or bills of sale have been received by the University. The University reserves the right to examine the stored items prior to payment.

Add the following to subparagraph 8.03

The following submittals shall be bound in three (3) sets, plus one electronic file of all materials:

.1 Project Closeout Documents

.a The Contractor shall submit to the Design Professional, a written guarantee, which shall be in accordance with Section 8.04 and such additional guarantees, in writing, as are required by the Specifications.

.b The Contractor shall submit complete instruction for the care and maintenance of all finish materials under the contract, including, but not limited to floor finishes and coverings, wainscot and wall finishes, acoustical treatment, metal finishes, painted surfaces, flooring, hardware, and finishes on mechanical and electrical equipment. Instructions shall contain the manufacturer's or supplier's recommendations with respect to cleaning agents, preservative treatment and such other instructions as may be beneficial to the maintenance, usage, appearance and durability of the product. The recommendations shall further contain cautions on the use of certain cleaners and coatings which may be detrimental to the product.

.c The Contractor shall prepare and submit operating and maintenance instructions, coordination drawings, and shop drawings for all mechanical and electrical equipment, and other special items, as called for in the specifications.

.d All of the above described documents shall be checked by Contractor for conformance with the specifications and shall be submitted in uniform size, bound and indexed for cross-reference.

.e The Contractor shall also submit "As-Built" drawings as specified in Section 4.11.

.f Copies of all "Attic Stock" transmittals signed by appropriate University personnel accepting the attic stock material.

.2 Project Closeout Training

a. The University and the Contractor will coordinate, schedule and present formal training for University personnel for all equipment, systems, devices, and building features.

b. Training shall be scripted to include all important aspects of the equipment and its installation and maintenance. Trainers shall be suitably prepared and experienced in the features of the

equipment and the equipment's installation within the project.

c. The Contractor, all product vendors, subcontractors, suppliers and materialmen shall consent to and participate in the recording of the training as determined by the University and the Contractor.

d. The University may supplement training with outside providers to meet the training requirements of the project should a vendor, subcontractor, or supplier fail to provide the required training. The University shall be reimbursed by the Contractor for any such costs for supplemental training.

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The Technical Specifications dated **September 26, 2018** and the following List of Drawings represent the scope of work as defined in the Contract Documents from Article 4.

DRAWINGS

Drawing No.:	**Description**
	Cover Page
E0.1	Electrical Standards and Drawing Index
E0.2	Electrical Standard Schedules
ED1.1	Electrical Demolition Plan
E2.1	Electrical New Work Plan
E5.1	One Line Diagram

GENERAL REQUIREMENTS

GENERAL

A. CONTRACTOR'S RESPONSIBILITY

It is not the responsibility of the Architect/Engineer or Owner's Representative to notify the Contractor or subcontractors when to commence, to cease, or to resume work; nor in any way to superintend so as to relieve the Contractor of responsibility or of any consequences of neglect or carelessness by him or his subordinates. All material and labor shall be furnished at times best suited for all Contractors and subcontractors concerned, so that the combined work of all shall be properly and fully completed on the date fixed by the Contract.

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

B. CODES AND STANDARDS

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

C. PERMITS, FEES AND NOTICES

See General Conditions, Article 4.02.18

D. MEASUREMENTS

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

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

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

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

E. CONTRACTOR'S MEASUREMENTS

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

F. CONTINUITY OF SERVICE *(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 Builts", 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

PROJECT: Mott ATS Replacement

WSU PROJECT NO.: 609-314591

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 **Replace the existing ATS** .

3. The building is located at

   Wayne State University
   275 E. Hancock
   Detroit, Michigan 48202

WAYNE STATE UNIVERSITY

Specifications Manual

Mott Building ATS Replacement

Issued for Bids
WSU Project No. 603-243264

Peter Basso Associates Inc
CONSULTING ENGINEERS

www.peterbassoassociates.com | 1.866.950.9760

PBA Project No. 2018.0191.00
September 26, 2018

5145 Livernois, Suite 100
Troy, MI 48098-3276
Tel: 248-879-5666
Fax: 248-879-0007

Division	Section Title

SPECIFICATIONS GROUP

DIVISION 26 - ELECTRICAL

260010	ELECTRICAL GENERAL REQUIREMENTS
260519	CONDUCTORS AND CABLES
260526	GROUNDING AND BONDING
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260533	RACEWAYS AND BOXES
260553	ELECTRICAL IDENTIFICATION
260573	OVERCURRENT DEVICE COORDINATION STUDY/ARC FLASH HAZARD ANALYSIS
260999	ELECTRICAL TESTING
262300	SWITCHGEAR
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS
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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification sections, apply to work of this section.

1.2 SUMMARY

A. This Section includes electrical general administrative and procedural requirements. The following requirements are included in this Section to supplement the requirements specified in Division 1 Specification Sections.

1.3 REFERENCES

A. All materials shall be new. The electrical and physical properties of all materials, and the design, performance characteristics, and methods of construction of all items of equipment, shall be in accordance

with the latest issue of the various, applicable Standard Specifications of the following recognized authorities:

1. ANSI - American National Standards Institute; www.ansi.org.
2. ASTM - ASTM International; www.astm.org.
3. CSI - Construction Specifications Institute (The); www.csiresources.org.
4. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
5. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
6. NEC - National Electrical Code
7. NECA - National Electrical Contractors Association; www.necanet.org.

    a. NECA 1-2000, “Practices for Good Workmanship in Electrical Contracting (ANSI).”

8. NEMA - National Electrical Manufacturers Association; www.nema.org.
9. NETA - InterNational Electrical Testing Association; www.netaworld.org.
10. UL - Underwriters Laboratories Inc.; www.ul.com.

1.4 QUALITY ASSURANCE

A. Scope of Work: Furnish all labor, material, equipment, technical supervision, and incidental services required to complete, test and leave ready for operation the electrical systems as specified in the Division 26 Sections and as indicated on Drawings.

1. Contract Documents are complimentary, and what is required by one shall be as binding as if required by all. In the event of inconsistencies or disagreements within the Construction Documents bids shall be based on the most expensive combination of quality and quantity of the work indicated.
2. The Contractor understands that the work herein described shall be complete in every detail.

B. Ordinances and Codes: Perform all Work in accordance with applicable Federal, State and local ordinances and regulations, the Rules and Regulations of NFPA, NECA, and UL, unless otherwise indicated.

1. Notify the Architect/Engineer before submitting a proposal should any changes in Drawings or Specifications be required to conform to the above codes, rules or regulations. After entering into Contract, make all changes required to conform to above ordinances, rules and regulations without additional expense to the Owner.

C. Source Limitations: All equipment of the same or similar systems shall be by the same manufacturer.

D. Tests and Inspections: Perform all tests required by state, city, county and/or other agencies having jurisdiction. Provide all materials, equipment, etc., and labor required for tests.

E. Performance Requirements: Perform all work in a first class and workmanlike manner, in accordance with the latest accepted standards and practices for the trades involved.

F. Sequence and Schedule: Work so as to avoid interference with the work of other trades. Be responsible for removing and relocating any work which in the opinion of the Owner’s Representatives causes interference.

1.5 CODES, PERMITS AND FEES

A. Unless otherwise indicated, all required permits, licenses, inspections, approvals and fees for electrical work shall be secured and paid for by the Contractor. All work shall conform to all applicable codes, rules and regulations.

B. Rules of local utility companies shall be complied with. Coordinate with the utility company supplying service to the installation and determine all devices including, but not limited to, all current and potential transformers, meter boxes, C.T. cabinets and meters which will be required and include the cost of all such items and all utilities costs in proposal.

C. All work shall be executed in accordance with the rules and regulations set forth in local and state codes. Prepare any detailed Drawings or diagrams which may be required by the governing authorities. Where the Drawings and/or Specifications indicate materials or construction in excess of code requirements, the Drawings and/or Specifications shall govern.

1.6 DRAWINGS

A. The Drawings show the location and general arrangement of equipment, electrical systems and related items. They shall be followed as closely as elements of the construction will permit.

B. Examine the Drawings of other trades and verify the conditions governing the work on the job site. Arrange work accordingly, providing such fittings, conduit, junction boxes and accessories as may be required to meet such conditions.

C. Deviations from the Drawings, with the exception of minor changes in routing and other such incidental changes that do not affect the functioning or serviceability of the systems, shall not be made without the written approval of the Architect/Engineer.

D. The architectural and structural Drawings take precedence in all matters pertaining to the building structure, mechanical Drawings in all matters pertaining to mechanical trades and electrical Drawings in all matters pertaining to electrical trades. Where there are conflicts or differences between the Drawings for the various trades, report such conflicts or differences to the Architect/Engineer for resolution.

E. Drawings are not intended to be scaled for rough-in or to serve as shop drawings. Take all field measurements required to complete the Work.

1.7 MATERIAL AND EQUIPMENT MANUFACTURERS

A. All items of equipment shall be furnished complete with all accessories normally supplied with the catalog items listed and all other accessories necessary for a complete and satisfactory operating system. All equipment and materials shall be new and shall be standard products of manufacturers regularly engaged in the production of electrical equipment and shall be of the manufacturer's latest design.

B. If an approved manufacturer is other than the manufacturer used as the basis for design, the equipment or product provided shall be equal in size, quality, durability, appearance, capacity, and efficiency through all ranges of operation, shall conform with arrangements and space limitations of the equipment shown on the plans and/or specified, shall be compatible with the other components of the system and shall comply with the requirements for Items Requiring Prior Approval specified in this section of the Specifications. All costs to make these items of equipment comply with these requirements including, but not limited to, electrical work, and building alterations shall be included in the original Bid. Similar equipment shall be by one manufacturer.

C. Where existing equipment is modified to include new switches, circuit breakers, metering or other components, the new components shall be by the original equipment manufacturer and shall be listed for installation in the existing equipment. Where original equipment manufacturer components are not available, third party aftermarket components shall be listed for the application and submitted to the engineer for approval. Reconditioned or salvaged components shall not be used unless specifically indicated on the drawings.

1.8 INSPECTION OF SITE

A. Visit the site, examine and verify the conditions under which the Work must be conducted before submitting Proposal. The submitting of a Proposal implies that the Contractor has visited the site and understands the conditions under which the Work must be conducted. No additional charges will be allowed because of failure to make this examination or to include all materials and labor to complete the Work.

1.9 ITEMS REQUIRING PRIOR APPROVAL

A. Bids shall be based upon manufactured equipment specified. All items that the Contractor proposes to use in the Work that are not specifically named in the Contract Documents must be submitted for review prior to bids. Such items must be submitted in compliance with Division 1 specifications. Requests for prior approval must be accompanied by complete catalog information, including but not limited to, model, size, accessories, complete electrical information and performance data in the form given in the equipment schedule on the drawings at stated design conditions. Where items are referred to by symbolic designations on the drawings, all requests for prior approval shall bear the same designations.

1. Equipment to be considered for prior approval shall be equal in quality, durability, appearance, capacity and efficiency through all ranges of operation, shall fulfill the requirements of equipment arrangement and space limitations of the equipment shown on the plans and/or specified and shall be compatible with the other components of the system.
2. All costs incurred to make equipment comply with other requirements, including providing maintenance, clearance, electrical, replacement of other components, and building alterations shall be included in the original bid.

B. Voluntary alternates may be submitted for consideration, with listed addition or deduction to the bid.

1.10 SHOP DRAWINGS/SUBMITTALS

A. Submit project-specific submittals for review in compliance with Division 1.

B. All shop Drawings shall be submitted in groupings of similar and/or related items (lighting fixtures, switchgear, etc.). Incomplete submittal groupings will be returned unchecked.

C. If deviations (not substitutions) from Contract Documents are deemed necessary by the Contractor, details of such deviations, including changes in related portions of the project and the reasons therefore, shall be submitted with the submittal for approval.

D. Submit for approval shop drawings for all electrical systems or equipment but not limited to the items listed below. Where items are referred to by symbolic designation on the Drawings and Specifications, all submittals shall bear the same designation (light fixtures). Refer to other sections of the electrical Specifications for additional requirements.

1. Enclosed Switches and Circuit Breakers
2. Transfer Switches
3. Power Distribution Units
4. Fuses

1.11 COORDINATION DRAWINGS

A. Submit project specific coordination drawings for review in compliance with Division 1 Specification Sections.

1.12 OPERATION AND MAINTENANCE INSTRUCTIONAL MANUALS

A. Submit project specific Operation and Maintenance Instructional Manuals for review in compliance with Division 01 Specification Sections.

B. Provide complete operation and maintenance instructional manuals covering all electrical equipment herein specified, together with parts list. Maintenance and operating instructional manuals shall be job specific to this project. Generic manuals are not acceptable. Four (4) copies of all literature shall be furnished for Owner and shall be bound in ring binder form. Maintenance and operating instructional manuals shall be provided when construction is approximately 75% complete.

C. The operating and maintenance instructions shall include a brief, general description for all electrical systems including, but not limited to:

1. Routine maintenance procedures.
2. Trouble-shooting procedures.
3. Contractor's telephone numbers for warranty repair service.
4. Submittals.
5. Recommended spare parts list.
6. Names and telephone numbers of major material suppliers and subcontractors.
7. System schematic drawings on 8-1/2" x 11" sheets.

1.13 RECORD DRAWINGS

A. Submit record drawings in compliance with Division 01.

B. Contractor shall submit to the Architect/Engineer, record drawings on electronic media which have been neatly marked to represent as-built conditions for all new electrical work. Modifications to original drawings shall be clearly marked with a contrasting color so the marks are readily apparent.

C. The Contractor shall keep accurate note of all deviations from the construction documents and discrepancies in the underground concealed conditions and other items of construction on field drawings as they occur. The marked up field documents shall be available for review by the Architect, Engineer and Owner at their request during the course of construction.

1.14 INSTRUCTION OF OWNER PERSONNEL

A. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of electrical equipment and systems at agreed upon times. A minimum of 8 hours of formal instruction to Owner's personnel shall be provided for each building. Additional hours are specified in individual specification sections.

B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

C. In addition to individual equipment training provide overview of each electrical system. Utilize the as-built documents for this overview.

D. Prepare and insert additional data in operation and maintenance manual when need for such data becomes apparent during instruction, or as requested by Owner.

1.15 WARRANTY

A. Warranty: Comply with the requirements in Division 01 Specification Sections. Contractor shall warranty that the electrical installation is free from defects and agrees to replace or repair, to the Owner’s

satisfaction, any part of this electrical installation which becomes defective within a period of one year (unless specified otherwise in other Division 26 sections) from the date of substantial completion following final acceptance, provided that such failure is due to defects in the equipment, material, workmanship or failure to follow the contract documents.

B. Contractor shall be responsible for any temporary services including equipment and installation required to maintain operation as a result of any equipment failure or defect during warranty period.

C. File with the Owner any and all warranties from the equipment manufacturers including the operating conditions and performance capacities they are based on.

1.16 USE OF EQUIPMENT

A. The use of any equipment, or any part thereof for purposes other than testing even with the Owner's consent, shall not be construed to be an acceptance of the work on the part of the Owner, nor be construed to obligate the Owner in any way to accept improper work or defective materials.

B. Do not use Owner's lamps for temporary lighting except as allowed and directed by the Owner. Equip lighting fixtures with new lamps when the project is turned over to the Owner.

1.17 COORDINATION

A. Coordinate arrangement, mounting, and support of electrical equipment:

1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
3. To allow right of way for piping and conduit installed at required slope.
4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.

B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed. Access doors and panels are specified in Division 8 Section "Access Doors and Frames."

D. Coordinate electrical testing of electrical, mechanical, and architectural items, so equipment and systems that are functionally interdependent are tested to demonstrate successful interoperability.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. Comply with NECA 1.

B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.

C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.

D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

E. Right of Way: Give to raceways and piping systems installed at a required slope.

3.2 DEMOLITION WORK

A. All demolition of existing electrical equipment and materials will be done by this Contractor unless otherwise indicated. Include all items such as, but not limited to, electrical equipment, devices, lighting fixtures, conduit, and wiring called out on the Drawings and as necessary whether such items are actually indicated on the Drawings or not in order to accomplish the installation of the specified new work.

B. In general, demolition work is indicated on the Drawings. However, the Contractor shall visit the job site to determine the full extent and character of this work.

C. Unless specifically noted to the contrary, removed materials shall not be reused in the work. Salvaged materials that are to be reused shall be stored safe against damage and turned over to the appropriate trade for reuse. Salvaged materials of value that are not to be reused shall remain the property of the Owner unless such ownership is waived. Items on which the Owner waives ownership shall become the property of the Contractor, who shall remove and legally dispose of same, away from the premises.

D. Where equipment or fixtures are removed, outlets shall be properly blanked off, and conduits capped. After alterations are done, the entire installation shall present a "finished" look, as approved by the Architect/Engineer. The original function of the present electrical work to be modified shall not be changed unless required by the specific revisions to the system as specified or as indicated.

E. Reroute signal wires, lighting and power wiring as required to maintain service. Where walls and ceilings are to be removed as shown on the Drawings, the conduit is to be cut off by the Electrical Trades so that the abandoned conduit in these walls and ceilings may be removed with the walls and ceilings by the Architectural Trades. All dead-end conduit runs shall be plugged at the remaining line outlet boxes or at the panels.

F. Where new walls and/or floors are installed which interfere with existing outlets, devices, etc., the Electrical Trades shall adjust, extend and reconnect such items as required to maintain continuity of same.

G. All electrical work in altered and unaltered areas shall be run concealed wherever possible. Use of surface raceway or exposed conduits will be permitted only where approved by the Architect/Engineer.

3.3 INSTALLATION OF EQUIPMENT

A. Install all equipment in strict accordance with all directions and recommendations furnished by the manufacturer. Where such directions are in conflict with the Drawings and Specifications, report such conflicts to the Architect/Engineer for resolution.

B. Device Location:

1. Allow for relocation prior to installation of wiring devices and other control devices, for example, receptacles, switches, fire alarm devices, and access control devices, within a 10-foot radius of indicated location without additional cost.

3.4 WORK IN EXISTING BUILDINGS

A. The Owner will provide access to existing buildings as required. Access requirements to occupied buildings shall be identified on the project schedule. The Contractor, once Work is started in the existing building, shall complete same without interruption so as to return work areas as soon as possible to Owner.

B. Adequately protect and preserve all existing and newly installed Work. Promptly repair any damage to same at Contractor's expense.

C. Consult with the Owner’s Representative as to the methods of carrying on the Work so as not to interfere with the Owner's operation any more than absolutely necessary. Accordingly, all service lines shall be kept in operation as long as possible and the services shall only be interrupted at such time as will be designated by the Owner's Representative.

3.5 TEMPORARY SERVICES

A. Provide and remove upon completion of the project, in accordance with the general conditions and as described in Division 01, a complete temporary electrical and telephone service during construction.

3.6 CHASES AND RECESSES

A. Provided by the architectural trades, but the Contractor shall be responsible for their accurate location and size.

3.7 CUTTING, PATCHING AND DAMAGE TO OTHER WORK

A. Refer to General Conditions for requirements.

B. All cutting, patching and repair work shall be performed by the Contractor through approved, qualified subcontractors. Contractor shall include full cost of same in bid.

3.8 EXCAVATION AND BACKFILLING

A. Provide all excavation, trenching, tunneling, dewatering and backfilling required for the electrical work. Coordinate the work with other excavating and backfilling in the same area.

B. Where conduit is installed less than 2'6" below the surface of pavement, provide concrete encasement, 4" minimum coverage, all around or as shown on the electrical Drawings.

C. Backfill outside building with granular material to a height 12 inches over top of pipe compacted to 95 percent compaction as specified above. Backfill remainder of excavation with unfrozen, excavated material in such a way to prevent settling.

3.9 EQUIPMENT CONNECTIONS

A. Make connections to equipment and other items included in the work in accordance with the approved shop drawings and rough-in measurements furnished by the manufacturers of the particular equipment furnished. All additional connections not shown on the Drawings, but called out by the equipment manufacturer's shop Drawings shall be provided.

3.10 CLEANING

A. All debris shall be removed daily as required to maintain the work area in a neat, orderly condition.

B. Final cleanup shall include, but not be limited to, washing of fixture lenses or louvers, switchboards, substations, motor control centers, panels, etc. Fixture reflectors and lenses or louvers shall be left with no water marks or cleaning streaks.

3.11 PROTECTION AND HANDLING OF EQUIPMENT AND MATERIALS

A. Equipment and materials shall be protected from theft, injury or damage.

B. Protect conduit openings with temporary plugs or caps.

C. Provide adequate storage for all equipment and materials delivered to the job site. Location of the space will be designated by the Owner's representative or Architect/Engineer. Equipment set in place in unprotected areas must be provided with temporary protection.

3.12 EXTRA WORK

A. For any extra electrical work which may be proposed, this Contractor shall furnish to the General Contractor, an itemized breakdown of the estimated cost of the materials and labor required to complete this work. The Contractor shall proceed only after receiving a written order from the General Contractor establishing the agreed price and describing the work to be done. Prior to any extra work which may be proposed, the Electrical Contractor shall submit unit prices (same prices for increase/decrease of work) for the following items: 1/2", 3/4", 1", 1-1/2" conduit; #12, #10, #8, #6, #2 wire; receptacle, I.G. receptacle, data box, fire alarm combination visual/audible notification appliance, fire alarm visual notification appliance, clock, or other devices which may be required for any proposed extra work.

3.13 DRAWINGS AND MEASUREMENTS

A. The Drawings are not intended to be scaled for rough-in measurements nor to serve as Shop Drawings. Field measurements necessary for ordering materials and fitting the installation to the building construction and arrangement are the Contractor’s responsibility. The Contractor shall check latest Architectural Drawings and locate light switches from same where door swings are different from Electrical Drawings.

END OF SECTION 26 0010

SECTION 26 0519 - CONDUCTORS AND CABLES

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. Building wires and cables rated 600V and less.
2. Connectors, splices, and terminations rated 600 V and less.

1.3 SUBMITTALS

A. Field Quality-Control Test Reports

B. Submit letter of compliance (intent) for general building wire and cable. Provide product data for the following:

1. Metal-Clad Cable, Type MC
2. Armored Cable, Type AC
3. Armored Cable, Type AC-HFC
4. Photovoltaic Cable, Type PV
5. Mineral Insulated Cable, Type MI
6. 2- Hour Fire Rated Mc Power Cable
7. Tray Cable, Type TC
8. Power Cable for Variable Frequency Controlled Motors

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

C. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

D. Conductor Insulation:

1. Type THHN/THWN-2: Comply with UL 83.
2. Type XHHW-2: Comply with UL 44.

2.2 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Refer to application schedule on the drawings

B. Feeders and Branch Circuits: Solid or stranded for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

C. Each feeder shall be of the same conductor and insulation material (phase, neutral, and parallel).

3.2 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."

G. Neatly train and lace wiring inside boxes, equipment, and panelboards.

H. Electrical Contractor shall be responsible for de-rating of conductors as required by N.E.C. when more than three current carrying conductors are installed in a single raceway or cable. Neutral conductors shall be considered current carrying conductors.

I. Between support, hangers and termination no more than 3" deflection from the bottom of the cable to a horizontal line between the support/hanger or termination.

3.3 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.

B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors.

C. Clean conductor surfaces before installing lugs and connectors.

D. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.

E. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and larger.

F. Provide lugs suitable for bussing and conductor material used.

3.4 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.5 FIELD QUALITY CONTROL

A. Perform the following field quality control tests in accordance with Division 26 section “Electrical Testing”

1. Description: Test all feeders rated 100 A and above.
2. Visual and Mechanical Inspection

    a. Inspect cables for physical damage and proper connection in accordance with the one line diagram.
    b. Test cable mechanical connections with an infrared survey.
    c. Check cable color-coding against project Specifications and N.E.C. requirements.

3. Electrical Tests

    a. Perform insulation resistance test on each conductor with respect to ground and adjacent conductors. Applied potential to be 1000 volts dc for 1 minute.
    b. Perform continuity test to insure proper cable connection.

4. Test Values

    a. Minimum insulation resistance values shall be not less than fifty mega-ohms.

B. Test Reports: Prepare a written report to record the following:

1. Test procedures used.
2. Test results that comply with requirements.
3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

END OF SECTION 26 0519

SECTION 26 0526 - GROUNDING AND BONDING

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

B. Related Sections include the following:

1. Division 26 Section "Underground Ducts and Utility Structures" for ground test wells.
2. Division 26 Section "Lightning Protection" for additional grounding and bonding materials.
3. Division 26 Section “Electrical General Requirements”.
4. Division 26 Section “Conductors and Cables”.

1.3 REFERENCES

A. ASTM B 3: Specification for Soft or Annealed Copper Wire.

B. ASTM B 8: Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard or Soft.

C. ASTM B 33: Specification for Tinned Soft or Annealed Copper Wire for Electrical Purposes.

D. ASTM B 187: Specification for Copper, Bus Bar, Rod, and Shapes and General Purpose Rod, Bar, and Shapes.

E. IEEE 81: Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System.

F. IEEE 142: Grounding of Industrial and Commercial Power Systems.

G. IEEE 837: Qualifying Permanent Connections Used in Substation Grounding.

H. IEEE 1100 – 1992: Recommended Practice for Powering and Grounding Sensitive Electronic Equipment.

I. IEEE C2: National Electrical Safety Code.

J. NETA MTS – 2001: Maintenance Testing Specifications.

K. NFPA 70: National Electrical Code.

L. NFPA 70B: Recommended Practice for Electrical Equipment Maintenance.

M. TIA/EIA 607: Commercial Building Grounding and Bonding Requirements Standard.

N. UL 467: Grounding and Bonding Equipment.

O. UL 486 A: Wire Connectors and Soldering Lugs for Use with Copper Conductors.

P. UL 486B: Wire Connectors for Use with Aluminum Conductors.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Qualification Data: For firms and persons specified in "Quality Assurance" Article.

C. Field Test Reports: Submit written test reports to include the following:

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
4. Indicate overall system resistance to ground.
5. Indicate overall Telecommunications system resistance to ground.

1.5 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Division 26 “Electrical General Requirements”.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Refer to specification section “Electrical Testing.”

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1. Comply with UL 467.

C. Comply with ANSI/IEEE 1100 -1992 “Powering and Grounding Sensitive Electronic Equipment”.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Grounding Conductors and Cables:

a. Refer to Division 26 Section “Conductors and Cables”.

2.2 GROUNDING CONDUCTORS

A. For insulated conductors, comply with Division 26 Section "Conductors and Cables."

B. Equipment Grounding Conductors: Insulated with green-colored insulation.

C. Isolated Ground Conductors: Insulated with green-colored insulation with yellow stripe. On feeders with isolated ground, use colored tape, alternating bands of green and yellow tape to provide a minimum of three bands of green and two bands of yellow.

D. Grounding Electrode Conductors: Stranded cable.

E. Bare Copper Conductors: Comply with the following:

1. Solid Conductors: ASTM B 3.
2. Assembly of Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.

F. Copper Bonding Conductors: As follows:

1. Bonding Conductor: Stranded copper conductor; size per the NEC.
2. Bonding Jumper: Bare copper tape, braided bare copper conductors, terminated with copper ferrules; size per the NEC.
3. Tinned Bonding Jumper: Tinned-copper tape, braided copper conductors, terminated with copper ferrules; size per the NEC.

2.3 CONNECTOR PRODUCTS

A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.

B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.

C. Compression-Type Connectors: Pure, wrought copper, per ASTM B187.

PART 3 - EXECUTION

3.1 EQUIPMENT GROUNDING

A. Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.

B. In raceways, use insulated equipment grounding conductors.

C. Install equipment grounding conductors in all feeders and circuits. Terminate each end on suitable lugs, bus or bushing.

D. Verify specific equipment grounding requirements with the manufacturer's recommendations.

3.2 CONNECTIONS

A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
2. Make connections with clean, bare metal at points of contact.
3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

B. Equipment Grounding Conductor Terminations

1. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and larger.
2. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.

C. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically noncontinuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.

D. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.

E. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

F. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.3 INSTALLATION

A. Equipment Grounding: Provide a permanent and continuous bonding of conductor enclosures, equipment frames, power distribution equipment ground busses, cable trays, metallic raceways, and other non-current carrying metallic parts of the electrical system.

3.4 FIELD QUALITY CONTROL

A. Testing: Perform the following field quality control tests in accordance with Division 26 section “Electrical Testing”

1. Inspect grounding and bonding system conductors and connections for tightness and proper installation and for compliance with the Drawings and Specifications.
2. After installing grounding system but before permanent electrical circuitry has been energized, test for compliance with requirements.

    a. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal.
    b. Measure ground resistance not less than two full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    c. Perform ground-impedance measurements utilizing either the intersecting curves method of the slope method. (Ref. Nos. 40 and 41 in IEEE Std. 81).
    d. Equipment Grounds: Utilize two-point method of IEEE 81. Measure between equipment ground being testing and known low-impedance grounding electrode or system.

3. Provide drawings locating each ground rod and ground rod assembly and other grounding electrodes, identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

    a. Equipment Rated 500 kVA and Less: 10 ohms.
    b. Equipment Rated 500 to 1000 kVA: 5 ohms.
    c. Equipment Rated More Than 1000 kVA: 3 ohms.
    d. Substations and Pad-Mounted Switching Equipment: 5 ohms.

4. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

3.5 GRADING AND PLANTING

A. Restore surface features, including vegetation, at areas disturbed by Work of this Section. Reestablish original grades, unless otherwise indicated. If sod has been removed, replace it as soon as possible after backfilling is completed. Restore areas disturbed by trenching, storing of dirt, cable laying, and other activities to their original condition. Include application of topsoil, fertilizer, lime, seed, sod, sprig, and mulch. Comply with Division 2 Section "Landscaping." Maintain restored surfaces. Restore disturbed paving as indicated.

END OF SECTION 26 0526

SECTION 26 0529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Hangers and supports for electrical equipment and systems.
2. Construction requirements for concrete bases.

B. Related Sections include the following:

1. Division 26 Section "Vibration and Seismic Controls for Electrical Systems" for products and installation requirements necessary for compliance with seismic criteria.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. IMC: Intermediate metal conduit.

C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.5 SUBMITTALS

A. Product Data: For the following:

1. Steel slotted support systems.
2. Nonmetallic slotted support systems.

1.6 QUALITY ASSURANCE

A. Comply with NFPA 70.

1.7 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Division 07 Section "Roof Accessories."

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allied Tube & Conduit; a part of Atkore International..
b. B-Line, by Eaton..
c. GS Metals Corp.
d. Pentair Electrical & Fastening Solutions.
e. Thomas & Betts Corporation.
f. Unistrut; a part of Atkore International.
g. Wesanco, Inc.

2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
3. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
4. Channel Dimensions: Selected for applicable load criteria.

B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch- diameter holes at a maximum of 8 inches o.c., in at least 1 surface.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allied Tube & Conduit; a part of Atkore International..
b. B-Line by Eaton.
c. Fabco Plastics Wholesale Limited.
d. Seasafe, Inc.

2. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
3. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
4. Rated Strength: Selected to suit applicable load criteria.

C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

D. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) B-Line by Eaton.
2) Empire Tool and Manufacturing Co., Inc.
3) Hilti Inc.
4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
5) MKT Fastening, LLC.

2. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
3. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
5. Toggle Bolts: All-steel springhead type.
6. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70 or as scheduled in NECA 1. Minimum rod size shall be 1/4 inch in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with:

a. Two-bolt conduit clamps

D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT may be supported by openings through structure members, as permitted in NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Existing Concrete: Expansion anchor fasteners.
2. To Steel:

a. Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
b. Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69
c. Spring-tension clamps.

E. Slotted support systems applications:

1. Indoor dry and damp Locations: Painted Steel
2. Outdoors and interior wet locations: Galvanized Steel

F. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

G. Do not fasten supports to pipes, ducts, mechanical equipment, and conduit.

H. Obtain permission from Architect/Engineer before using powder-actuated anchors.

I. Obtain permission from Architect/Engineer before drilling or cutting structural members.

J. Fabricate supports from structural steel or steel channel. Rigidly weld members or use hexagon head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.

K. The Contractor shall replace all supports and channels that sag, twist, and/or show signs of not providing proper structural support, to the equipment, it is intended for, as determined by the Owner and Architect/Engineer. All costs associated with replacing supports and steel channels shall be incurred by the Contractor.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

A. Provide concrete bases for all floor mounted electrical equipment.

B. Provide concrete bases for all exterior, grade level electrical equipment, and where indicated.

C. Base/Pad Construction:

1. Construct per manufacturer’s recommendations for particular equipment, including suggested piers and dowel rods.
2. Interior concrete bases shall have a minimum depth of 4” unless other indicated or recommended by the manufacturer.
3. Exterior concrete bases shall have a minimum depth of 8” unless other indicated or recommended by the manufacturer.
4. Construct concrete bases for primary and secondary power distribution equipment per requirements of the electrical utility, where submitted for its review.

D. Anchor equipment to base per both supports and equipment manufacturer’s instructions.

E. Coordinate conduit openings and sleeve locations in base with requirements of equipment to be supported.

END OF SECTION 26 0529

SECTION 26 0533 - RACEWAYS AND BOXES

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

B. Related Sections include the following:

1. Division 26 Section, “Underground Ducts and Raceways for Electrical Systems” for exterior duct banks, manholes and underground utility construction.
2. Division 07 Section, “Penetration Firestopping” for firestopping materials and installation at penetrations through walls, ceilings, and other fire-rated elements.
3. Division 26 Section "Wiring Devices" for devices installed in boxes and for floor-box service fittings, and for access floor boxes and service poles.
4. Division 26 “Hangers and Supports for Electrical Systems” for concrete bases.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. ENT: Electrical nonmetallic tubing.

C. FMC: Flexible metal conduit.

D. IMC: Intermediate metal conduit.

E. LFMC: Liquidtight flexible metal conduit.

F. LFNC: Liquidtight flexible nonmetallic conduit.

G. RNC: Rigid nonmetallic conduit.

H. PVC: Polyvinyl Chloride.

I. HDPE: High Density Polyethylene.

1.4 SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

1.6 COORDINATION

A. Coordinate layout and installation of raceways, boxes, enclosures, cabinets, and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. AFC Cable Systems, Inc.
2. Alflex Inc.
3. Allied Tube Triangle Century.
4. Anamet Electrical, Inc.; Anaconda Metal Hose.
5. International Metal Hose.
6. Electri-Flex Co
7. Grinnell Co./Tyco International; Allied Tube and Conduit Div.
8. LTV Steel Tubular Products Company – Manhattan/CDT/Cole-Flex.
9. Maverick.
10. O-Z Gedney; unit of General Signal.
11. Wheatland.

B. Rigid Steel Conduit: ANSI C80.1.

C. IMC: ANSI C80.6.

D. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.

1. Comply with NEMA RN 1.
2. Coating Thickness: 0.040 inch, minimum.

E. EMT: ANSI C80.3.

F. FMC: Zinc-coated steel.

G. LFMC: Flexible steel conduit with PVC jacket.

H. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.

1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
2. Fittings for EMT: Steel, set-screw type.
3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch, with overlapping sleeves protecting threaded joints.

2.2 BOXES, ENCLOSURES, AND CABINETS

A. Cast-Metal Outlet and Device Boxes: NEMA FB 1, Type FD, with gasketed cover. Shall be used in all exposed, non-recessed, locations.

B. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

C. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous hinge cover and flush latch.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

D. Cabinets: NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage and include accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Provide raceways in interior and exterior locations in accordance with the “Raceway Application Matrix” included on the drawings.

B. Boxes and Enclosures, Exterior Aboveground: NEMA 250, Type 3R.

C. Minimum Raceway Size: 3/4-inch trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.
3. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

E. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation.

D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."

E. Install temporary closures to prevent foreign matter from entering raceways.

F. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portions of bends are not visible above the finished slab.

G. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.

H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.

I. Support conduit within 12 inches of enclosures to which attached.

J. Install exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.

1. Run parallel or banked raceways together on common supports.
2. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.

K. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

L. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

M. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.

N. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.

O. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.

P. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

Q. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.

R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.

S. Provide pull string and 25% spare capacity in every branch circuit conduit.

T. Flexible Conduit Connections: Comply with NEMA RV3. Use maximum of 72 inches of flexible conduit for recessed and semirecessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use LFMC in damp or wet locations. Install separate ground conductor across flexible connections.

U. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

V. Install hinged-cover enclosures and cabinets plumb. Support at each corner.

3.3 PROTECTION

A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.4 CLEANING

A. After completing installation of exposed, factory-finished raceways and boxes, inspect exposed finishes and repair damaged finishes.

END OF SECTION 26 0533

SECTION 26 0553 - ELECTRICAL IDENTIFICATION

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Identification for raceway and metal-clad cable.
2. Identification for conductors and communication and control cable.
3. Underground-line warning tape.
4. Warning labels and signs.
5. Instruction signs.
6. Equipment identification labels.
7. Miscellaneous identification products.

1.3 QUALITY ASSURANCE

A. Comply with ANSI A13.1 and ANSI C2.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.145.

1.4 COORDINATION

A. Coordinate identification names, abbreviations, colors, and other features with requirements in the Contract Documents, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual, and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

C. Coordinate installation of identifying devices with location of access panels and doors.

PART 2 - PRODUCTS

2.1 RACEWAY AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.

B. Color for Printed Legend:

1. Power Circuits: Black letters on an orange field.
2. Legend: Indicate system or service and voltage, if applicable.

C. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

2.2 CONDUCTOR, COMMUNICATION AND CONTROL CABLE IDENTIFICATION MATERIALS

A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.

B. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

2.3 UNDERGROUND-LINE WARNING TAPE

A. Description: Permanent, bright-colored, continuous-printed, polyethylene tape.

1. Not less than 6 inches wide by 4 mils thick.
2. Compounded for permanent direct-burial service.
3. Embedded continuous metallic strip or core.
4. Printed legend shall indicate type of underground line.

2.4 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Self-Adhesive Warning Labels: Factory printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment, unless otherwise indicated.

C. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.5 EQUIPMENT IDENTIFICATION LABELS

A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. Black letters on a white background. Minimum letter height shall be 3/8 inch .

B. Outdoor Equipment Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.6 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 APPLICATION

A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service and Feeders More Than 400 A: Identify with orange self-adhesive vinyl label.

B. Power-Circuit Conductor Identification: For conductors No. 1/0 AWG and larger in vaults, pull and junction boxes, manholes, and handholes use color-coding conductor tape and marker tape. Identify source and circuit number of each set of conductors. For single conductor cables, identify phase in addition to the above.

C. Branch-Circuit Conductor Identification: Where there are conductors for more than three branch circuits in same junction or pull box, use marker tape. Identify each ungrounded conductor according to source and circuit number as indicated on Drawings. Identify control circuits by control wire number as indicated on shop drawings.

D. Branch-Circuit Conductor Identification: Mark junction box covers in indelible ink with the panel and breaker numbers of other circuits contained within.

E. Conductor Identification: Locate at each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection or termination point.

F. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable. Install underground-line warning tape for both direct-buried cables and cables in raceway.

G. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Comply with 29 CFR 1910.145 and apply self-adhesive warning labels. Identify system voltage with black letters on an orange background. Apply to exterior of door, cover, or other access.

1. Equipment with Multiple Power or Control Sources: Apply to door or cover of equipment including, but not limited to, the following:

a. Power transfer switches.
b. Controls with external control power connections.

2. Equipment Requiring Workspace Clearance According to NFPA 70: Unless otherwise indicated, apply to door or cover of equipment but not on flush panelboards and similar equipment in finished spaces.

H. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:

   a. Indoor Equipment: Engraved, laminated acrylic or melamine label mechanically secured.
   b. Outdoor Equipment: Stenciled.

2. Equipment to Be Labeled: If included on project. All items may not be on project.

   a. Electrical switchgear and switchboards.
   b. Disconnect switches.
   c. Enclosed circuit breakers.
   d. Power transfer equipment.
   e. Breakers or switches at distribution panels.

3.2 INSTALLATION

A. Verify identity of each item before installing identification products.

B. Location:

1. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
2. Conduit Markers: Provide identification for each power conduit containing conductors rated 400A or greater.

C. Apply identification devices to surfaces after completing finish work.

D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

E. Attach nonadhesive signs and plastic labels with screws and auxiliary hardware appropriate to the location and substrate.

F. System Identification Color Banding for Raceways and Cables: Each color band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

G. Color-Coding for Phase and Voltage Level Identification, 600 V and Less: Use the colors listed below for ungrounded service, feeder, and branch-circuit conductors.

1. Color shall be factory applied or, for sizes larger than No. 10 AWG if authorities having jurisdiction permit, field applied.
2. Colors for 208/120-V Circuits:

   a. Phase A: Black.
   b. Phase B: Red.
   c. Phase C: Blue.

3. Colors for 480/277-V Circuits:

   a. Phase A: Brown.

b. Phase B: Orange.
c. Phase C: Yellow.

4. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

H. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.

I. Label information arrangement for 3 lines of text.

1. Line one shall describe the panel or equipment. Line one example: “DP-XX,” RP-XX,” “T-XX,” “EF-XX,” etc.
2. Line two shall describe the first disconnecting means feeding this panel or equipment. Line two example: “Fed from DP-XX,” “Fed from RP-XX,” etc.
3. Line three indicates that location of the disconnecting means as identified in line two. Line three example: “First Floor Elect. Rm #XXX.”
4. Line four shall include “Via T-XX” when panel or equipment is fed from a transformer.

J. Examples:

RP-1A FED FROM DP-1A ELECTRICAL ROOM A100 VIA T-1A	EF-1 FED FROM MCC-1A MECHANICAL ROOM F101	LP-1A LOCATED IN ELECTRICAL ROOM A100

K. Fusible Enclosed Switches and Distribution Equipment: Install self-adhesive vinyl label indicating fuse rating and type on the outside of door on each fused switch.

L. Painted Identification: Prepare surface and apply paint according to Division 9 painting Sections.

M. Degrease and clean surface to receive nameplates.

N. Install nameplate and labels parallel to equipment lines.

O. Secure nameplate to equipment front using screws.

P. Secure nameplate to inside surface of door on panelboard that is recessed in finished locations.

Q. Identify conduit using field painting where required.

R. Paint bands 10 feet on center, and 4 inches minimum in width.

END OF SECTION 26 0553

SECTION 26 0573 – OVERCURRENT DEVICE COORDINATION STUDY/ARC FLASH HAZARD ANALYSIS

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SCOPE

A. The contractor shall furnish short-circuit and protective device coordination studies as prepared by the electrical equipment manufacturer.

B. The contractor shall furnish an Arc Flash Hazard Analysis Study per the requirements set forth in NFPA 70E -Standard for Electrical Safety in the Workplace. The arc flash hazard analysis shall be performed according to the IEEE 1584 equations that are presented in NFPA70E-2018, Annex D prepared by the electrical equipment manufacturer.

C. The scope of the studies shall include all new distribution equipment supplied by the equipment manufacturer under this contract as well as all directly affected existing distribution equipment at the customer facility.

1.3 REFERENCES

A. Institute of Electrical and Electronics Engineers, Inc. (IEEE):

1. IEEE 141 – Recommended Practice for Electric Power Distribution and Coordination of Industrial and Commercial Power Systems
2. IEEE 242 – Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems
3. IEEE 399 – Recommended Practice for Industrial and Commercial Power System Analysis
4. IEEE 241 – Recommended Practice for Electric Power Systems in Commercial Buildings

5. IEEE 1015 – Recommended Practice for Applying Low-Voltage Circuit Breakers Used in Industrial and Commercial Power Systems.
6. IEEE 1584 -Guide for Performing Arc-Flash Hazard Calculations

B. American National Standards Institute (ANSI):

1. ANSI C57.12.00 – Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers
2. ANSI C37.13 – Standard for Low Voltage AC Power Circuit Breakers Used in Enclosures
3. ANSI C37.010 – Standard Application Guide for AC High Voltage Circuit Breakers Rated on a Symmetrical Current Basis
4. ANSI C 37.41 – Standard Design Tests for High Voltage Fuses, Distribution Enclosed Single-Pole Air Switches, Fuse Disconnecting Switches and Accessories.

C. The National Fire Protection Association (NFPA)

1. NFPA 70 -National Electrical Code, latest edition
2. NFPA 70E – Standard for Electrical Safety in the Workplace, latest edition.

1.4 SUBMITTALS FOR REVIEW/APPROVAL

A. The short-circuit and protective device coordination studies shall be submitted to the design engineer prior to receiving final approval of the distribution equipment shop drawings and/or prior to release of equipment drawings for manufacturing. If formal completion of the studies may cause delay in equipment manufacturing, approval from the engineer may be obtained for preliminary submittal of sufficient study data to ensure that the selection of device and characteristics will be satisfactory.

1.5 SUBMITTALS FOR CONSTRUCTION

A. The results of the short-circuit, protective device coordination and arc flash hazard analysis studies shall be summarized in a final report. Five (5) bound copies of the complete final report shall be submitted. Additional copies of the short-circuit input and output data, where required, shall be provided on CD in PDF format.

B. The report shall include the following sections:

1. Executive Summary.
2. Descriptions, purpose, basis and scope of the study.
3. Tabulations of circuit breaker, fuse and other protective device ratings versus calculated short circuit duties.
4. Protective device time versus current coordination curves, tabulations of relay and circuit breaker trip unit settings, fuse selection.
5. Fault current calculations including a definition of terms and guide for interpretation of the computer printout.
6. Details of the incident energy and flash protection boundary calculations.
7. Recommendations for system improvements, where needed.
8. One-line diagram.

C. Arc flash labels shall be provided in hard copy and a copy of the computer analysis software viewer program is required to provide arc flash labels in electronic format.

1.6 QUALIFICATIONS

A. The short-circuit, protective device coordination and arc flash hazard analysis studies shall be conducted under the supervision and approval of a Registered Professional Electrical Engineer skilled in performing and interpreting the power system studies.

B. The Registered Professional Electrical Engineer shall be a full-time employee of the equipment manufacturer.

C. The Registered Professional Electrical Engineer shall have a minimum of five (5) years of experience in performing power system studies.

D. The equipment manufacturer shall demonstrate experience with Arc Flash Hazard Analysis by submitting names of at least ten actual arc flash hazard analysis it has performed in the past year.

1.7 COMPUTER SOFTWARE PROGRAMS

A. Computer Software Programs: Subject to compliance with requirements, provide products by one of the following:

1. EDSA Micro Corporation.
2. SKM Systems Analysis, Inc.
3. ESA Inc.
4. CGI CYME.
5. Operation Technology, Inc.

PART 2 - PRODUCTS

2.1 STUDIES

A. Contractor to furnish short-circuit and protective device coordination studies as prepared by equipment manufacturer.

B. The contractor shall furnish an Arc Flash Hazard Analysis Study per NFPA 70E -Standard for Electrical Safety in the Workplace, reference Article 130.3 and Annex D prepared by the equipment manufacturer.

2.2 DATA COLLECTION

A. Contractor shall furnish all data as required by the power system studies. The Engineer performing the short-circuit, protective device coordination and arc flash hazard analysis studies shall furnish the Contractor with a listing of required data immediately after award of the contract. The Contractor shall expedite collection of the data to assure completion of the studies as required for final approval of the distribution equipment shop drawings and/or prior to the release of the equipment for manufacturing.

B. Source combination may include present and future motors and generators.

C. Load data utilized may include existing and proposed loads obtained from Contract Documents provided by Owner.

D. If applicable, include fault contribution of existing motors in the study. The Contractor shall obtain required existing equipment data to satisfy the study requirements.

2.3 SHORT-CIRCUIT AND PROTECTIVE DEVICE EVALUATION STUDY

A. Use actual conductor impedances if known. If unknown, use typical conductor impedances based on IEEE Standard 141-1993.

B. Transformer design impedances shall be used when test impedances are not available.

C. Provide the following:

1. Calculation methods and assumptions
2. Selected base per unit quantities
3. One-line diagram of the system being evaluated
4. Source impedance data, including electric utility system and motor fault contribution characteristics
5. Tabulations of calculated quantities
6. Results, conclusions, and recommendations.

D. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault at each:

1. Electric utility's supply termination point
2. Incoming switchgear
3. Unit substation primary and secondary terminals
4. Low voltage switchgear
5. Motor control centers
6. Standby generators and automatic transfer switches
7. Branch circuit panelboards
8. Other significant locations throughout the system.

E. For grounded systems, provide a bolted line-to-ground fault current study for areas as defined for the three-phase bolted fault short-circuit study.

F. Protective Device Evaluation:

1. Evaluate equipment and protective devices and compare to short circuit ratings
2. Adequacy of switchgear, motor control centers, and panelboard bus bars to withstand short-circuit stresses
3. Notify design engineer in writing, of existing, circuit protective devices improperly rated for the calculated available fault current.

2.4 PROTECTIVE DEVICE COORDINATION STUDY

A. Proposed protective device coordination time-current curves (TCC) shall be displayed on log-log scale graphs.

B. Include on each TCC graph, a complete title and one-line diagram with legend identifying the specific portion of the system covered.

C. Terminate device characteristic curves at a point reflecting maximum symmetrical or asymmetrical fault current to which the device is exposed.

D. Identify the device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.

E. Plot the following characteristics on the TCC graphs, where applicable:

1. Electric utility's overcurrent protective device
2. Medium voltage equipment overcurrent relays

3. Medium and low voltage fuses including manufacturer's minimum melt, total clearing, tolerance, and damage bands
4. Low voltage equipment circuit breaker trip devices, including manufacturer's tolerance bands
5. Transformer full-load current, magnetizing inrush current, and ANSI through-fault protection curves
6. Conductor damage curves
7. Ground fault protective devices, as applicable
8. Pertinent motor starting characteristics and motor damage points, where applicable
9. Pertinent generator short-circuit decrement curve and generator damage point
10. The largest feeder circuit breaker in each motor control center and applicable panelboard.

F. Provide adequate time margins between device characteristics such that selective operation is provided, while providing proper protection.

2.5 ARC FLASH HAZARD ANALYSIS

A. The arc flash hazard analysis shall be performed according to the IEEE 1584 equations that are presented in NFPA70E-2018, Annex D.

B. The flash protection boundary and the incident energy shall be calculated at all significant locations in the electrical distribution system (switchboards, switchgear, motor-control centers, panelboards, busway and splitters) where work could be performed on energized parts.

C. The Arc-Flash Hazard Analysis shall include all significant locations in 240 volt and 208 volt systems fed from transformers equal to or greater than 125 kVA where work could be performed on energized parts.

D. Safe working distances shall be based upon the calculated arc flash boundary considering an incident energy of 1.2 cal/cm2.

E. When appropriate, the short circuit calculations and the clearing times of the phase overcurrent devices will be retrieved from the short-circuit and coordination study model. Ground overcurrent relays should not be taken into consideration when determining the clearing time when performing incident energy calculations

F. The short-circuit calculations and the corresponding incident energy calculations for multiple system scenarios must be compared and the greatest incident energy must be uniquely reported for each equipment location. Calculations must be performed to represent the maximum and minimum contributions of fault current magnitude for all normal and emergency operating conditions. The minimum calculation will assume that the utility contribution is at a minimum and will assume a minimum motor contribution (all motors off). Conversely, the maximum calculation will assume a maximum contribution from the utility and will assume the maximum amount of motors to be operating. Calculations shall take into consideration the parallel operation of synchronous generators with the electric utility, where applicable.

G. The incident energy calculations must consider the accumulation of energy over time when performing arc flash calculations on buses with multiple sources. Iterative calculations must take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors and generators should be decremented as follows:

1. Fault contribution from induction motors should not be considered beyond 3-5 cycles.
2. Fault contribution from synchronous motors and generators should be decayed to match the actual decrement of each as closely as possible (e.g. contributions from permanent magnet generators will typically decay from 10 per unit to 3 per unit after 10 cycles).

H. For each equipment location with a separately enclosed main device (where there is adequate separation between the line side terminals of the main protective device and the work location), calculations for incident energy and flash protection boundary shall include both the line and load side of the main breaker.

I. When performing incident energy calculations on the line side of a main breaker (as required per above), the line side and load side contributions must be included in the fault calculation.

J. Mis-coordination should be checked amongst all devices within the branch containing the immediate protective device upstream of the calculation location and the calculation should utilize the fastest device to compute the incident energy for the corresponding location.

K. Arc Flash calculations shall be based on actual overcurrent protective device clearing time. Maximum clearing time will be capped at 2 seconds based on IEEE 1584-2002 section B.1.2. Where it is not physically possible to move outside of the flash protection boundary in less than 2 seconds during an arc flash event, a maximum clearing time based on the specific location shall be utilized.

2.6 REPORT SECTIONS

A. Input data shall include, but not be limited to the following:

1. Feeder input data including feeder type (cable or bus), size, length, number per phase, conduit type (magnetic or non-magnetic) and conductor material (copper or aluminum).
2. Transformer input data, including winding connections, secondary neutral-ground connection, primary and secondary voltage ratings, kVA rating, impedance, % taps and phase shift.
3. Generation contribution data, (synchronous generators and Utility), including short-circuit reactance (X"d), rated MVA, rated voltage, three-phase and single line-ground contribution (for Utility sources) and X/R ratio.
4. Motor contribution data (induction motors and synchronous motors), including short-circuit reactance, rated horsepower or kVA, rated voltage, and X/R ratio.

B. Short-Circuit Output Data shall include, but not be limited to the following reports:

1. Low Voltage Fault Report shall include a section for three-phase and unbalanced fault calculations and shall show the following information for each applicable location:

    a. Voltage
    b. Calculated fault current magnitude and angle
    c. Fault point X/R ratio
    d. Equivalent impedance

2. Momentary Duty Report shall include a section for three-phase and unbalanced fault calculations and shall show the following information for each applicable location:

    a. Voltage
    b. Calculated symmetrical fault current magnitude and angle
    c. Fault point X/R ratio
    d. Calculated asymmetrical fault currents

        1) Based on fault point X/R ratio
        2) Based on calculated symmetrical value multiplied by 1.6
        3) Based on calculated symmetrical value multiplied by 2.7

    e. Equivalent impedance

3. Interrupting Duty Report shall include a section for three-phase and unbalanced fault calculations and shall show the following information for each applicable location:

    a. Voltage
    b. Calculated symmetrical fault current magnitude and angle
    c. Fault point X/R ratio
    d. No AC Decrement (NACD) Ratio
    e. Equivalent impedance
    f. Multiplying factors for 2, 3, 5 and 8 cycle circuit breakers rated on a symmetrical basis
    g. Multiplying factors for 2, 3, 5 and 8 cycle circuit breakers rated on a total basis

C. Recommended Protective Device Settings:

1. Phase and Ground Relays:

a. Current transformer ratio
b. Current setting
c. Time setting
d. Instantaneous setting
e. Recommendations on improved relaying systems, if applicable.

2. Circuit Breakers:

a. Adjustable pickups and time delays (long time, short time, ground)
b. Adjustable time-current characteristic
c. Adjustable instantaneous pickup
d. Recommendations on improved trip systems, if applicable.

D. Incident energy and flash protection boundary calculations

1. Arcing fault magnitude
2. Protective device clearing time
3. Duration of arc
4. Arc flash boundary
5. Working distance
6. Incident energy
7. Hazard Risk Category
8. Recommendations for arc flash energy reduction

PART 3 - EXECUTION

3.1 FIELD ADJUSTMENT

A. The contractor shall adjust relay and protective device settings according to the recommended settings table provided by the coordination study.

B. Make minor modifications to equipment as required to accomplish conformance with short circuit and protective device coordination studies.

C. Notify design engineer in writing of any required major equipment modifications.

3.2 ARC FLASH WARNING LABELS

A. The contractor shall provide a 3.5 in. x 5 in. thermal transfer type label of high adhesion polyester for each work location analyzed.

B. All labels will be based on recommended overcurrent device settings and will be provided after the results of the analysis have been presented to the owner and after any system changes, upgrades or modifications have been incorporated in the system.

C. The label for equipment where arc incident energy is calculated shall include the following, at a minimum:

1. Location designation
2. Nominal system voltage
3. Arc flash boundary
4. Incident energy

5. Working distance
6. Engineering report number, revision number and issue date.

D. The label for equipment where arc incident energy is not calculated shall include the following, at a minimum:

1. Location designation
2. Nominal system voltage
3. Arc flash boundary from NFPA 70E 2018 Table 130.7(C) 15(a)
4. Arc flash PPE category from NFPA 70E 2018 Table 130.7(C) 15(a)
5. Engineering report number, revision number and issue date.

E. Labels shall be machine printed, with no field markings.

F. Arc flash labels shall be provided in the following manner and all labels shall be based on recommended overcurrent device settings.

1. For each 480 and 208 volt panelboard, one arc flash label shall be provided.
2. For each motor control center, one arc flash label shall be provided.
3. For each low voltage switchboard, one arc flash label shall be provided.
4. For each switchgear, one flash label shall be provided.
5. For medium voltage switches one arc flash label shall be provided

G. Labels shall be field installed by the contractor.

END OF SECTION 26 0573

SECTION 26 0999 - ELECTRICAL TESTING

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

B. Related Sections include the following:

1. Division 26 Section “Electrical General Requirements.”
2. Division 26 Section “Conductors and Cables.”
3. Division 26 Section “Grounding and Bonding.”
4. Division 26 Section “Enclosed Switches.”
5. Division 26 Section “Transfer Switch.”
6. Division 26 Section “Switchgear.”
7. Division 26 Section “Fuses.”

1.2 SECTION INCLUDES

A. The Electrical Contractor shall engage the services of a recognized corporately independent N.E.T.A. certified testing firm for the purpose of performing inspections and tests as herein specified

B. The testing firm shall provide all material, equipment, labor, and technical supervision to perform such tests and inspections.

C. It is the intent of these tests to assure that all tested electrical equipment is operational and within industry and manufacturer's tolerances and is installed in accordance with design Specifications.

D. The test and inspections shall determine suitability for energization.

E. Equipment to be tested and inspected shall be the equipment shown on the one line diagram and schedules as required by part three of each individual Specification Section. In addition, all equipment that is part of an emergency distribution system shall be tested.

1.3 REFERENCES

A. All inspections and tests shall be in accordance with the latest version of the following codes and standards except as provided otherwise herein.

1. National Electrical Manufacturer's Association - NEMA
2. American Society for Testing and Materials - ASTM
3. Institute of Electrical and Electronic Engineers - IEEE
4. InterNational Electrical Testing Association - NETA Acceptance Testing Specifications - ATS-2017
5. InterNational Electrical Testing Association - NETA Maintenance Testing Specifications-MTS-2015
6. American National Standards Institute - ANSI C2: National Electrical Safety Code
7. State and Local Codes and Ordinances
8. Insulated Cable Engineers Association - ICEA
9. Association of Edison Illuminating Companies - AEIC
10. Occupational Safety and Health Administration
11. National Fire Protection Association - NFPA

    a. ANSI/NFPA 70: National Electrical Code
    b. ANSI/NFPA 70B: Electrical Equipment Maintenance
    c. NFPA 70E: Electrical Safety Requirements for Employee Workplaces
    d. ANSI/NFPA 101: Life Safety Code

1.4 QUALIFICATIONS

A. The testing firm shall be a corporately independent testing organization, which can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers, and installers of equipment or systems evaluated by the testing firm.

B. The testing firm shall be regularly engaged in the testing of electrical equipment devices, installations, and systems.

C. The lead, on site, technical person and at least 50% of the on site crew shall be currently certified by the InterNational Electrical Testing Association (NETA) or National Institute for Certification in Engineering Technologies in Electrical Power Distribution System Testing.

D. The testing firm shall only utilize technicians who are regularly employed by the firm on a full-time basis for testing services.

E. The Contractor shall submit proof of the above qualifications with bid proposal.

F. The terms used herewithin such as Test Agency, Test Contractor, Testing Laboratory, or Contractor Test Company, shall be construed to mean the testing organization.

G. Acceptable Testing Firms:

1. Northern Electrical Testing; Phone (248) 689-8980.
2. Utilities Instrumentation Services; Phone (734) 424-1200.
3. Emerson/High Voltage Maintenance Corporation; Phone (248) 305-5596.
4. Powertech Services, Inc.; Phone (810) 720-2280.
5. Magna Electric; Phone (248) 667-9492.
6. Power Plus Engineering, Inc. Phone (248) 344-0200.

1.5 PERFORMANCE REQUIREMENTS

A. The Electrical Contractor shall supply a suitable and stable source of electrical power to each test site. The testing firm shall specify the power requirements.

B. The Electrical Contractor shall notify the testing firm when equipment becomes available for acceptance tests. Work shall be coordinated to expedite project scheduling.

C. The testing firm shall notify the Owner's Representative prior to commencement of any testing.

D. Any system, material or workmanship, which is found defective on the basis of acceptance tests, shall be reported to the Engineer. The Electrical Contractor shall correct all defects.

E. The testing organization shall maintain a written record of all tests and shall assemble and certify a final test report.

F. Safety and Precautions

1. Safety practices shall include, but are not limited to, the following requirements:

   a. Occupational Safety and Health Act.
   b. Accident Prevention Manual for Industrial Operations, National Safety Council.
   c. Applicable state and local safety operating procedures.
   d. NETA Safety/Accident Prevention Program.
   e. Owner's safety practices.
   f. National Fire Protection Association - NFPA 70E.
   g. American National Standards for Personnel Protection.

2. All tests shall be performed with apparatus de-energized except where otherwise specifically required.
3. The testing organization shall have a designated safety representative on the project to supervise operations with respect to safety.

1.6 TEST INSTRUMENT CALIBRATION

A. Test Instrument Calibration

1. The testing firm shall have a calibration program, which assures that all applicable test instruments are maintained within rated accuracy.
2. The accuracy shall be directly traceable to the National Institute of Standards and Technology.
3. Instruments shall be calibrated in accordance with the following frequency schedule:

   a. Field instruments: Analog - 6 months maximum Digital - 12 months maximum
   b. Laboratory instruments: 12 months
   c. Leased specialty equipment: 12 months
      (Where accuracy is guaranteed by Lessor)

4. Dated calibration labels shall be visible on all test equipment.
5. Records must be kept up-to-date which show date and results of instruments calibrated or tested.
6. An up-to-date instrument calibration instruction and procedures shall be maintained for each test instrument.
7. Calibrating standard shall be of higher accuracy than that of the instrument tested.

B. Field Test Instrument Standards

1. All equipment used for testing and calibration procedures shall exhibit the following characteristics:

   a. Maintained in good visual and mechanical condition.
   b. Maintained in safe, operating condition.

C. Suitability of Test Equipment

1. All test equipment shall be in good mechanical and electrical condition.
2. Selection of metering equipment should be based on knowledge of the waveform of the variable being measured. Digital multi-meters may be average of RMS sensing and may include or exclude the dc component. When the variable contains harmonics of dc offset and, in general, any deviation

from a pure sine wave, average sensing, average measuring RMS scaled meters may be misleading. Use of RMS measuring meters is recommended.

3. Field test metering used to check power system meter calibration must have any accuracy higher than that of the instrument being checked.
4. Accuracy of metering in test equipment shall be appropriate for the test being performed.
5. Waveshape and frequency of test equipment output waveforms shall be appropriate for the test and tested equipment.

1.7 TEST REPORTS

A. A test report shall be generated for each piece of major equipment or groups of equipment and shall include the following:

1. A list of visual and mechanical inspections required by Division 26 Specification Sections in a checklist or similar format.
2. Test reports, including test values where applicable, for all required electrical tests. Clearly indicate where test values fall outside of the limits of recommended values.
3. Summary and interpretation of test results detailing problems located and recommended corrective measures.
4. Record of infrared scan and photos showing potential problem locations.
5. Signed and dated by the testing firm field superintendent stating that all required tests have been completed.

B. Test reports shall be furnished to the Architect/Engineer within 14 days of the completion each test on an ongoing basis. Original copies of the reports shall be furnished directly to the Architect/Engineer by the testing company prior to formal submittal via the Contractors.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.1 THERMOGRAPHIC SURVEY

A. Visual and Mechanical Inspection

1. Remove all necessary covers prior to scanning.
2. Inspect for physical, electrical, and mechanical condition.

B. Equipment to be Scanned

1. All components of the distribution system down to and including branch circuit panelboards and motor control centers. Return 3 months after equipment has been energized and loaded to do a final scan of all equipment.

C. Provide report indicating the following:

1. Problem area (location of "hot spot").
2. Temperature rise between "hot spot" and normal or reference area.
3. Cause of heat rise.
4. Phase unbalance, if present.
5. Areas scanned.

D. Test Parameters

1. Scanning distribution system with ability to detect 1°C between subject area and reference at 30°C.
2. Equipment shall detect emitted radiation and convert detected radiation to visual signal.
3. Infrared surveys should be performed during periods of maximum possible loading but not less than twenty percent (20%) of rated load of the electrical equipment being inspected.

E. Test Results

1. Interpretation of temperature gradients requires an experienced technician. Some general guidelines are:

    a. Temperature gradients of 37°F to 44.6°F indicate possible deficiency and warrant investigation.
    b. Temperature gradients of 37°f to 59°F indicate deficiency; repair as time permits.
    c. Temperature gradients of 61°F and above indicate major deficiency; repair immediately.

END OF SECTION 26 0999

SECTION 26 2300 - SWITCHGEAR

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes metal-enclosed, low-voltage power circuit-breaker switchgear rated 1000 V and less for use in ac systems.

B. Related Sections include the following:

1. Division 26 “Hangers and Supports for Electrical Systems” for concrete bases.

1.3 DEFINITIONS

A. ATS: Acceptance Testing Service.

B. GFCI: Ground-fault circuit interrupter.

1.4 SUBMITTALS

A. Product Data: For each type of switchgear, circuit breaker, accessory, and component indicated. Include dimensions, utility or manufacturer's anchorage and base recommendations, and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each type of switchgear and related equipment.

1. Dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Include the following:

a. Tabulation of installed devices with features and ratings.
b. Enclosure types and details.
c. Outline and general arrangement drawing showing dimensions, shipping sections, and weights of each assembled section.
d. Bus configuration with size and number of conductors in each bus run, including phase, neutral, and ground conductors of main and branch buses.
e. Current rating of buses.
f. Short-time and short-circuit current rating of switchgear assembly.
g. Nameplate legends.
h. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

2. Wiring Diagrams: Power, signal, and control wiring.

C. Field quality-control test reports.

D. Operation and Maintenance Data: For switchgear and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Operation and Maintenance Data," include the following:

1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
2. Time-current curves, including selectable ranges for each type of overcurrent protective device.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association and that is acceptable to authorities having jurisdiction.

1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

B. Source Limitations: Obtain switchgear through one source from a single manufacturer.

C. Product Options: Drawings indicate size, profiles, and dimensional requirements of switchgear and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

E. Comply with NFPA 70.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver switchgear in sections of lengths that can be moved past obstructions in delivery path.

B. Store switchgear indoors in clean dry space with uniform temperature to prevent condensation. Protect switchgear from exposure to dirt, fumes, water, corrosive substances, and physical damage.

1.7 PROJECT CONDITIONS

A. Installation Pathway: Remove and replace building components and structures to provide pathway for moving switchgear into place.

B. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Owner no fewer than seven days in advance of proposed interruption of electric service.
2. Do not proceed with interruption of electric service without Owner's written permission.

C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for switchgear, including clearances between switchgear, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

D. Environmental Limitations: Rate equipment for continuous operation under the following conditions, unless otherwise indicated:

1. Ambient Temperature: Not exceeding 40 deg C.
2. Altitude: Not exceeding 6600 feet.

1.8 COORDINATION

A. Coordinate layout and installation of switchgear and components with other construction. Maintain required clearances for workspace and equipment access doors and panels.

B. Coordinate size and location of concrete bases. Concrete, reinforcement, and formwork shall meet load requirements. Requirements for concrete bases for electrical equipment are specified in Division 26 “Hangers and Supports for Electrical Systems.”

1.9 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: Six of each type and rating used. Include spares for potential transformer fuses, control power fuses, and fuses and fusible devices for fused circuit breakers.
2. Indicating Lights: Six of each type installed.
3. Touchup Paint: One container of paint matching enclosure finish, each 0.5 pint.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. General Electric Company.
2. Siemens Industries, Inc.
3. Square D; Schneider Electric.
4. Eaton.
5. Cutler Hammer
6. Park Metal.

2.2 RATINGS

A. Nominal System Voltage: As noted on Drawings.

B. Main-Bus Continuous: As noted on Drawings.

C. Short-Time and Short-Circuit Current: Match rating of highest-rated circuit breaker in switchgear assembly.

2.3 FABRICATION

A. Factory assembled and tested and complying with IEEE C37.20.1.

B. Indoor Enclosure Material: Steel.

C. Finish: IEEE C37.20.1, manufacturer's standard gray finish over a rust-inhibiting primer on phosphatizing-treated metal surfaces.

D. Section barriers between main and tie circuit-breaker compartments shall be extended to rear of section.

E. Bus isolation barriers shall be arranged to isolate line bus from load bus at each main and tie circuit breaker.

F. Circuit-breaker compartments shall be equipped to house drawout-type circuit breakers and shall be fitted with hinged outer doors.

G. Fabricate enclosure with removable, hinged, rear cover panels to allow access to rear interior of switchgear.

H. Auxiliary Compartments: Match and align with basic switchgear assembly. Include the following:

I. Bus bars connect between vertical sections and between compartments. Cable connections are not permitted.

1. Main Phase Bus: Uniform capacity the entire length of assembly.
2. Neutral Bus: 100 percent of phase-bus ampacity. Equip bus with pressure-connector terminations for outgoing circuit neutral conductors. Include braces for neutral-bus extensions for busway feeders.
3. Vertical Section Bus Size: Comply with IEEE C37.20.1, including allowance for spaces for future circuit breakers.
4. Phase- and Neutral-Bus Material: Silver- or tin-plated, high-strength, electrical-grade aluminum alloy, with copper or tin-plated aluminum circuit-breaker line connections.

5. Feeder Circuit-Breaker Load Terminals: Silver-plated copper bus extensions equipped with pressure connectors for outgoing circuit conductors.
6. Ground Bus: Hard-drawn copper of 98 percent minimum conductivity, with pressure connector for feeder and branch-circuit ground conductors, minimum size 1/4 by 2 inches.
7. Supports and Bracing for Buses: Adequate strength for indicated short-circuit currents.
8. Neutral bus equipped with pressure-connector terminations for outgoing circuit neutral conductors. Neutral-bus extensions for busway feeders are braced.
9. Neutral Disconnect Link: Bolted, uninsulated, 1/4-by-2-inch copper bus, arranged to connect neutral bus to ground bus.
10. Provide for future extensions from either end of main phase, neutral, and ground bus by means of predrilled bolt-holes and connecting links.
11. Bus-Bar Insulation: Individual bus bars wrapped with factory-applied, flame-retardant tape or spray-applied, flame-retardant insulation.

    a. Sprayed Insulation Thickness: 3 mils, minimum.
    b. Bolted Bus Joints: Insulate with secure joint covers that can easily be removed and reinstalled.

2.4 COMPONENTS

A. Instrument Transformers: Comply with IEEE C57.13.

1. Potential Transformers: Secondary-voltage rating of 120 V and NEMA accuracy class of 0.3 with burdens of W, X, and Y.
2. Current Transformers: Ratios as indicated; burden and accuracy class suitable for meters and instruments.

B. Provision for Future Devices: Equip compartments with rails, mounting brackets, supports, necessary appurtenances, and bus connections.

C. Control Power Supply: Control power transformer supplying 120-V control circuits through secondary disconnect devices. Include the following features:

1. Dry-type transformers, in separate compartments for units larger than 3 kVA, including primary and secondary fuses.

D. Control Wiring: Factory installed, complete with bundling, lacing, and protection; and complying with the following:

1. Flexible conductors for No. 8 AWG and smaller, for conductors across hinges and for conductors for interconnections between shipping units.
2. Conductors sized according to NFPA 70 for duty required.

2.5 CIRCUIT BREAKERS

A. Description: Comply with IEEE C37.13.

B. Ratings: As indicated for continuous, interrupting, and short-time current ratings for each circuit breaker; voltage and frequency ratings same as switchgear.

C. Operating Mechanism: Mechanically and electrically trip-free, stored-energy operating mechanism with the following features:

1. Normal Closing Speed: Independent of both control and operator.
2. Slow Closing Speed: Optional with operator for inspection and adjustment.
3. Stored-Energy Mechanism: Manually charged.

4. Operation counter.

D. Trip Devices: Solid-state, overcurrent trip-device system consisting of one or two current transformers or sensors per phase, a release mechanism, and the following features:

1. Functions: Long-time-delay, short-time-delay, and instantaneous-trip functions, independent of each other in both action and adjustment.
2. Temperature Compensation: Ensures accuracy and calibration stability from minus 5 to plus 40 deg C.
3. Field-adjustable, time-current characteristics with restricted access cover.
4. Current Adjustability: Dial settings and rating plugs on trip units or sensors on circuit breakers, or a combination of these methods.
5. Three bands, minimum, for long-time- and short-time-delay functions; marked "minimum," "intermediate," and "maximum."
6. Pickup Points: Five minimum, for long-time- and short-time-trip functions. Equip short-time-trip function for switchable I^2t operation.
7. Pickup Points: Five minimum, for instantaneous-trip functions.
8. Ground-fault protection with at least three short-time-delay settings and three trip-time-delay bands; adjustable current pickup. Arrange to provide protection for the following:

    a. Four-wire circuit or system.

9. Trip Indication: Labeled, battery-powered lights or mechanical targets on trip device to indicate type of fault.

E. Drawout Features: Circuit-breaker mounting assembly equipped with a racking mechanism to position circuit breaker and hold it rigidly in connected, test, and disconnected positions. Include the following features:

1. Interlocks: Prevent movement of circuit breaker to or from connected position when it is closed, and prevent closure of circuit breaker unless it is in connected, test, or disconnected position.
2. Circuit-Breaker Positioning: An open circuit breaker may be racked to or from connected, test, and disconnected positions only with the associated compartment door closed unless live parts are covered by a full dead-front shield. An open circuit breaker may be manually withdrawn to a position for removal from the structure with the door open. Status for connection devices for different positions includes the following:

    a. Test Position: Primary disconnect devices disengaged, and secondary disconnect devices and ground contact engaged.
    b. Disconnected Position: Primary and secondary devices and ground contact disengaged.

F. Arc Chutes: Readily removable from associated circuit breaker when it is in disconnected position, and arranged to permit inspection of contacts without removing circuit breaker from switchgear.

G. Padlocking Provisions: For installing at least three padlocks on each circuit breaker to secure its enclosure and prevent movement of drawout mechanism.

H. Operating Handle: One for each circuit breaker capable of manual operation.

I. Undervoltage Trip Devices: Adjustable time-delay and pickup voltage.

J. Circuit breakers rated 1200A and above:

1. Circuit breakers rated 1200A and above, not specified elsewhere with zone selective interlocking, shall be provided with an energy reducing maintenance switch with local status indicator.
2. The switch and status indicators shall be remote from the circuit breaker, located at the entrance to the electrical room where the circuit breaker is installed.

2.6 ACCESSORIES

A. Accessory Set: Furnish tools and miscellaneous items required for circuit-breaker and switchgear test, inspection, maintenance, and operation.

1. Racking handle to manually move circuit breaker between connected and disconnected positions.
2. Portable test set for testing all functions of circuit-breaker, solid-state trip devices without removal from switchgear.
3. Relay and meter test plugs suitable for testing switchgear meters and switchgear class relays.

B. Storage for Manual: Include a rack or holder, near the operating instructions, for a copy of maintenance manual.

C. Provide infrared windows at each section of gear, suitable to perform infrared readings at the lugs and bus, when energized, without opening gear to exposed live parts.

2.7 IDENTIFICATION

A. System Power Riser Diagrams: Depict power sources, feeders, distribution components, and major loads. Include as-built data for low-voltage power switchgear and connections as follows:

1. Frame size of each circuit breaker.
2. Trip rating for each circuit breaker.
3. Conduit and wire size for each feeder.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces where switchgear will be installed for compliance with installation tolerances, required clearances, and other conditions affecting performance.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with applicable portions of NECA 400.

B. Install switchgear and anchor to concrete bases according to utility or manufacturer’s written instructions, seismic codes at Project, and requirements in Division 26 section “Hangers and Supports for Electrical Systems.”

3.3 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 26 Section "Electrical Identification."

B. Diagram and Instructions:

1. Frame and mount under clear acrylic plastic on the front of switchgear.

a. Operating Instructions: Printed basic instructions for switchgear, including control and key-interlock sequences and emergency procedures.
b. System Power Riser Diagrams: Depict power sources, feeders, distribution components, and major loads.

2. Storage for Maintenance: Include a rack or holder, near the operating instructions, for a copy of maintenance manual.

3.4 CONNECTIONS

A. Ground equipment according to Division 26 Section "Grounding and Bonding."

B. Connect wiring according to Division 26 Section "Conductors and Cables."

3.5 FIELD QUALITY CONTROL

A. Prepare for acceptance tests as follows:

1. Test insulation resistance for each switchgear bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

B. Testing: Perform the following field quality control tests in accordance with Division 26 section “Electrical Testing.”

1. Perform each visual and mechanical inspection and electrical test stated in NETA ATS. Certify compliance with test parameters. Perform NETA tests and inspections for each of the following NETA categories:

a. Switchgear.
b. Circuit breakers.
c. Protective relays.
d. Instrument transformers.
e. Metering and instrumentation.
f. Ground-fault systems.
g. Battery systems.
h. Surge arresters.
i. Capacitors.

2. Remove and replace malfunctioning units and retest as specified above.

C. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each switchgear. Remove front and rear panels so joints and connections are accessible to portable scanner.

1. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
2. Record of Infrared Scanning: Prepare a certified report that identifies switchgear checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.6 ADJUSTING

A. Set field-adjustable, protective-relay trip characteristics.

3.7 CLEANING

A. On completion of installation, inspect interior and exterior of switchgear. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

3.8 PROTECTION

A. Temporary Heating: Apply temporary heat to switchgear, according to manufacturer's written instructions, throughout periods when switchgear environment is not controlled for temperature and humidity within manufacturer's stipulated service conditions.

3.9 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain switchgear. Refer to Division 1 Section "Demonstration and Training."

END OF SECTION 26 2300

SECTION 26 2816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

B. Related Sections include the following:

1. Division 26 Section “Fuses”.

1.2 SUMMARY

A. This Section includes the following individually mounted, enclosed switches and circuit breakers:

1. Fusible switches.
2. Enclosures.

B. Related Sections:

1. Division 26 “Hangers and Supports for Electrical Systems” for concrete bases.

1.3 DEFINITIONS

A. GD: General duty.

B. GFCI: Ground-fault circuit interrupter.

C. HD: Heavy duty.

D. RMS: Root mean square.

E. SPDT: Single pole, double throw.

1.4 REFERENCES

A. NECA 1: Practices for Good Workmanship in Electrical Contracting.

B. NETA ATS: Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

C. NEMA 250: Enclosures for Electrical Equipment (1000 Volts Maximum).

D. NEMA AB 1: Molded Case Circuit Breakers and Molded Case Switches.

E. NEMA FU 1: Low Voltage Cartridge Fuses.

F. NEMA KS 1: Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).

G. NEMA PB1.1: General Instructions for Proper Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or Less.

H. NEMA PB2.1: General Instructions for Proper Installation, Operation, and Maintenance of Deadfront Switchboards Rated 600 Volts or Less.

I. NFPA 70: National Electrical Code.

1.5 SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

1. Enclosure types and details for types other than NEMA 250, Type 1.
2. Current and voltage ratings.
3. Short-circuit current rating.
4. UL listing for series rating of installed devices.
5. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

B. Shop Drawings: Diagram power, signal, and control wiring.

C. Qualification Data: For testing agency.

D. Field quality-control test reports including the following:

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

E. Manufacturer's field service report.

F. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Closeout Procedures," include the following:

1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
2. Time-current curves, including selectable ranges for each type of circuit breaker.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with NFPA 70.

D. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions, unless otherwise indicated:

1. Ambient Temperature: Not less than minus 22 deg F and not exceeding 104 deg F.
2. Altitude: Not exceeding 6600 feet.

1.8 COORDINATION

A. Coordinate layout and installation of switches, circuit breakers, and components with other construction, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

1.9 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Spares: For the following:

a. Potential Transformer Fuses: 2 of each size and type.
b. Control-Power Fuses: 2 of each size and type
c. Fuses for Fusible Switches: Equal to 10 percent of amount installed for each size and type, but no fewer than 3 of each size and type.

2. Spare Indicating Lights: Six of each type installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 FUSIBLE AND NONFUSIBLE SWITCHES

A. Manufacturers:

1. General Electric Co.; Electrical Distribution & Control Division.
2. Siemens Industries, Inc.
3. Square D/Group Schneider.
4. Eaton.
5. Cutler Hammer.
6. Park Metal.

B. Fusible Switch: NEMA KS 1, quick make, quick-break load interrupter enclosed knife switch Type HD, with clips or bolt pads to accommodate specified fuses, externally operable lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Provide early break auxiliary contacts in motor disconnect switches for motors that are fed from variable frequency controllers.
2. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
3. Neutral Kit: Internally mounted; insulated, capable of being grounded, and bonded; and labeled for copper and aluminum neutral conductors.
4. Auxiliary Contact Kit: Auxiliary set of contacts arranged to open before switch blades open.
5. Switch shall be Service Entrance rated.

2.3 ENCLOSURES

A. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.

1. Indoor Dry Locations: NEMA 250, Type 1.
2. Outdoor Locations: NEMA 250, Type 3R.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CONCRETE BASES

A. Coordinate size and location of concrete bases. Verify structural requirements with structural engineer.

B. Concrete base is specified in Division 26 Section "Hangers and Supports for Electrical Systems," and concrete materials and installation requirements are specified in Division 3.

3.3 INSTALLATION

A. Comply with applicable portions of NECA 1, NEMA PB 1.1, and NEMA PB 2.1 for installation of enclosed switches and circuit breakers.

B. Mount individual wall-mounting switches and circuit breakers with tops at uniform height, unless otherwise indicated. Anchor floor-mounting switches to concrete base.

C. Install switches with off position down.

D. Install fuses in fusible disconnect switches.

E. Install equipment on exterior foundation walls at least one inch from wall to permit vertical flow of air behind breaker and switch enclosures.

F. Support enclosures independent of connecting conduit or raceway system.

G. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

3.4 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 26 Section "Electrical Identification."

B. Enclosure Nameplates: Label each enclosure with engraved metal or laminated-plastic nameplate as specified in Division 26 Section "Electrical Identification."

C. Provide adhesive label as specified in Division 26 Section "Electrical Identification" on inside door of each switch indicating UL fuse class and size for replacement.

3.5 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.

B. Perform the following field tests and inspections and prepare test reports:

1. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.5 for switches. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3.6 ADJUSTING

A. Set field-adjustable switches and circuit-breaker trip and time delay settings to values as determined by the protective device coordination study.

3.7 CLEANING

A. On completion of installation, vacuum dirt and debris from interiors; do not use compressed air to assist in cleaning.

B. Inspect exposed surfaces and repair damaged finishes.

END OF SECTION 26 2816

SECTION 26 3600 - TRANSFER SWITCHES

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY

A. This Section includes transfer switches rated 600 V and less, including the following:

1. Automatic transfer switches with integral bypass isolation switch.

B. Related Sections:

1. Division 26 “Hangers and Supports for Electrical Systems” for concrete bases.

1.3 SUBMITTALS

A. Product Data: Include rated capacities, operating characteristics, furnished specialties, and accessories.

B. Shop Drawings: Dimensioned plans, sections, and elevations showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.

1. Wiring Diagrams: Single-line diagram. Show connections between transfer switch, bypass/isolation switch, power sources, and load; and show interlocking provisions for each combined transfer switch and bypass/isolation switch.

C. Field quality-control test reports.

D. Operation and Maintenance Data: Submit under provision of Section “Electrical General Requirements”. For each type of product to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Closeout Procedures," include the following:

1. Features and operating sequences, both automatic and manual.
2. List of all factory settings of relays; provide relay-setting and calibration instructions, including software, where applicable.
3. Include instructions for operating equipment under emergency conditions.
4. Document ratings of equipment and each major component.
5. Include routine preventive maintenance and lubrication schedule.
6. List special tools, maintenance materials, and replacement parts

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Maintain a service center capable of providing training, parts, and emergency maintenance repairs within a response period of less than eight hours from time of notification.

B. Testing Agency Qualifications: Refer to specification section “Electrical Testing”.

C. Source Limitations: Obtain automatic transfer switches, bypass/isolation switches, non-automatic transfer switches, remote annunciators, and remote annunciator and control panels through one source from a single manufacturer.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, for emergency service under UL 1008, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

E. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

F. UL 1008 - Standard for Automatic Transfer Switches, unless requirements of those specifications are stricter.

G. NFPA 70 - National Electrical Code, including use in emergency and standby systems in accordance with Articles 517, 700, 701 and 702

H. NFPA 110 - Standard for Emergency and Standby Power Systems

I. IEEE Standard 446 - IEEE Recommended Practice for Emergency and Standby Power Systems (Orange Book)

J. IEEE Standard 241 - IEEE Recommended Practice for Electric Power Systems in Commercial Buildings (Gray Book)

K. NEMA Standard ICS2-447 - AC Automatic Transfer Switches

L. IEC - Standard for Automatic Transfer Switches

1.5 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of the transfer switch and associated auxiliary components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Contactor Transfer Switches:

a. Emerson; ASCO Power Technologies, LP
b. Russelectric, Inc.
c. Siemens
d. Eaton
e. Cutler Hammer
f. General Electric.

2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.

B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.

1. Provide fault-current and withstand ratings in accordance with UL 1008 standard's 1½ and 3 cycle long-time ratings. Transfer switches which are not tested and labeled with 1½ and 3 cycle (any breaker) ratings and have series, or specific breaker ratings only, are not acceptable.
2. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.

C. Annunciation, Control, and Programming Interface Components: Devices at transfer switches for communicating with remote programming devices, annunciators, or annunciator and control panels have communication capability matched with remote device.

D. Solid-State Controls: Repetitive accuracy of all settings is plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.

E. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.

F. Electrical Operation: Accomplish by a non-fused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.

G. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.

1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are not acceptable.
2. Switch Action: Double throw; mechanically held in both directions.
3. Contacts: Silver composition or silver alloy for load-current switching. Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.

H. Neutral Switching. Where four-pole switches are indicated, provide neutral pole switched simultaneously with phase poles.

I. Neutral Terminal: Solid and fully rated, unless otherwise indicated.

J. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, either by color code or by numbered or lettered wire and cable tape markers at terminations.

1. Designated Terminals: Pressure type suitable for types and sizes of field wiring indicated.
2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors as indicated.
3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.

K. Enclosures: General-purpose NEMA 250, Type 1, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.3 AUTOMATIC TRANSFER SWITCH

A. Comply with Level 1 equipment according to NFPA 110.

B. Switching Arrangement: Double-throw type, incapable of pauses or intermediate position stops during normal functioning, unless otherwise indicated.

C. Manual Switch Operation: Unloaded. Control circuit automatically disconnects from electrical operator during manual operation.

D. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval is adjustable from 1 to 30 seconds.

E. Digital Communication Interface: Matched to capability of remote annunciator or annunciator and control panel.

F. Automatic Closed-Transition Transfer Switches: Include the following functions and characteristics:

1. Fully automatic make-before-break operation.
2. Load transfer without interruption, through momentary interconnection of both power sources not exceeding 100 ms.
3. Initiation of No-Interruption Transfer: Controlled by in-phase monitor and sensors confirming both sources are present and acceptable.

a. Initiation occurs without active control of generator.
b. Controls ensure that closed-transition load transfer closure occurs only when the 2 sources are within plus or minus 5 electrical degrees maximum, and plus or minus 5 percent maximum voltage difference.

4. Failure of power source serving load initiates automatic break-before-make transfer.

G. In-Phase Monitor: Factory-wired, internal relay controls transfer so it occurs only when the two sources are synchronized in phase. Relay compares phase relationship and frequency difference between normal and emergency sources and initiates transfer when both sources are within 15 electrical degrees, and only if transfer can be completed within 60 electrical degrees. Transfer is initiated only if both sources are within 2 Hz of nominal frequency and 70 percent or more of nominal voltage.

H. Automatic Transfer-Switch Features

1. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.

2. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to six seconds, and factory set for one second.
3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes. Provides automatic defeat of delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
5. Test Switch: Simulates normal-source failure.
6. Switch-Position Pilot Lights: Indicate source to which load is connected.
7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.

    a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
    b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."

8. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
9. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
10. Engine Shutdown Contacts: Instantaneous; shall initiate shutdown sequence at remote engine-generator controls after retransfer of load to normal source.

2.4 BYPASS/ISOLATION SWITCH

A. Comply with requirements for Level 1 equipment according to NFPA 110.

B. Description: Manual type, arranged to select and connect either source of power directly to load, isolating transfer switch from load and from both power sources. Include the following features for each combined automatic transfer switch and bypass/isolation switch:

1. Means to lock the bypass/isolation switch in the position that isolates the transfer switch with an arrangement that permits complete electrical testing of transfer switch while isolated. While isolated, interlocks prevent transfer-switch operation, except for testing or maintenance.
2. Separate bypass and isolation handles shall be utilized to provide clear distinction between the two functions. The bypass handle shall provide three operating modes: "Bypass to Normal", "Automatic" and "Bypass to Emergency." Bypass to the load-carrying source shall be affected without any interruption of power to the load (make-before-break contacts). Load break-type bypass for ATS test and isolation shall not be acceptable. The operating speed of the bypass contacts shall be the same as that of the associated automatic transfer switch and shall be independent of the speed at which the manual bypass handle is operated. In the "Automatic" mode, bypass contacts shall be all open so they will not be subjected to fault currents.
3. The isolation handle shall provide three operating modes: "Closed", "Test" and "Open". The "Test" mode shall permit testing of the entire emergency power system, including the automatic transfer switch(es), without any interruption of power to the load. The "Open" mode shall completely isolate the automatic transfer switch from all source and load power conductors. When in the "Open" mode it shall be possible to completely withdraw the automatic transfer switch for inspection or maintenance to conform to code requirements without removal of power conductors or the use of any tools.
4. When the isolation switch is in the "Test" or "Open" mode, the bypass switch shall function as a manual transfer switch allowing transfer and retransfer of the load between the two available sources without the feedback of load-regenerated voltage to the transfer switch. This transfer/retransfer operation shall comply with Paragraph 42.7 of UL 1008.
5. Bypass Switch Ratings: Match automatic transfer switch for electrical ratings.

6. Drawout Arrangement Electrically Operated for Transfer Switch: Provides physical separation from live parts and accessibility for testing and maintenance operations.
7. Bypass/Isolation Switch Current, Voltage, Closing, and Short-Circuit Withstand Ratings: Equal to or greater than those of associated automatic transfer switch, and with same phase arrangement and number of poles.
8. Contact temperatures of bypass/isolation switches do not exceed those of automatic transfer-switch contacts when they are carrying rated load.
9. Operability: Constructed so load bypass and transfer-switch isolation can be performed by 1 person in no more than 2 operations in 15 seconds or less.
10. Legend: Manufacturer's standard legend for control labels and instruction signs give detailed operating instructions.
11. Maintainability: Fabricate to allow convenient removal of major components from front without removing other parts or main power conductors.

C. Interconnection of Bypass/Isolation Switches with Automatic Transfer Switches: Factory-installed copper bus bars; plated at connection points and braced for the indicated available short-circuit current.

2.5 REMOTE ANNUNCIATOR SYSTEM

A. Functional Description: Remote annunciator panel annunciates conditions for indicated transfer switches. Annunciation includes the following:

1. Sources available, as defined by actual pickup and dropout settings of transfer-switch controls.
2. Switch position.
3. Switch in test mode.
4. Failure of communication link.

B. Annunciator Panel: LED-lamp type with audible signal and silencing switch.

1. Indicating Lights: Grouped for each transfer switch monitored.
2. Label each group, indicating transfer switch it monitors, location of switch, and identity of load it serves.
3. Mounting: Flush, modular, steel cabinet, unless otherwise indicated.
4. Lamp Test: Push-to-test or lamp-test switch on front panel.

2.6 REMOTE ANNUNCIATOR AND CONTROL SYSTEM

A. Functional Description: Include the following functions for indicated transfer switches:

1. Indication of sources available, as defined by actual pickup and dropout settings of transfer-switch controls.
2. Indication of switch position.
3. Indication of switch in test mode.
4. Indication of failure of digital communication link.
5. Key-switch or user-code access to control functions of panel.
6. Control of switch-test initiation.
7. Control of switch operation in either direction.
8. Control of time-delay bypass for transfer to normal source.

B. Malfunction of annunciator, annunciation and control panel, or communication link shall not affect functions of automatic transfer switch. In the event of failure of communication link, automatic transfer switch automatically reverts to stand-alone, self-contained operation. Automatic transfer-switch sensing, controlling, or operating function shall not depend on remote panel for proper operation.

C. Remote Annunciation and Control Panel: Solid-state components. Include the following features:

1. Controls and indicating lights grouped together for each transfer switch.
2. Label each indicating light control group. Indicate the transfer switch it controls, location of switch, and load it serves.
3. Digital Communication Capability: Matched to that of transfer switches supervised.
4. Mounting: Flush, modular, steel cabinet, unless otherwise indicated.

2.7 SOURCE QUALITY CONTROL

A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Floor-Mounted Switch: Anchor to floor by bolting.

1. Concrete Bases: 4 inches (100 mm) high, reinforced, with chamfered edges. Extend base no more than 2 inches (50 mm) in all directions beyond the maximum dimensions of switch, unless otherwise indicated. Cast anchor-bolt inserts into bases. Comply with Division 3 Section "Cast-in-Place Concrete."

B. Annunciator and Control Panel Mounting: Flush in wall, unless otherwise indicated.

C. Identify components according to Division 26 Section “Electrical Identification”.

3.2 WIRING TO REMOTE COMPONENTS

A. Match type and number of cables and conductors to control and communication requirements of transfer switches as recommended by manufacturer. Increase raceway sizes at no additional cost to Owner if necessary to accommodate required wiring.

3.3 CONNECTIONS

A. Ground equipment according to Division 26 Section "Grounding and Bonding."

B. Connect wiring according to Division 26 Section "Conductors and Cables.”

C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect , test, and adjust components and equipment installation, including connections, and to assist in field testing. Report results in writing.

B. Testing: Perform the following field quality control tests in accordance with Division 26 section “Electrical Testing.”

1. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
2. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.22.3. Certify compliance with test parameters.
3. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Include external annunciation and control circuits. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.

    a. Check for electrical continuity of circuits and for short circuits.
    b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
    c. Verify that manual transfer warnings are properly placed.
    d. Perform manual transfer operation.

4. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.

    a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
    b. Simulate loss of phase-to-ground voltage for each phase of normal source.
    c. Verify time-delay settings.
    d. Verify pickup and dropout voltages by data readout or inspection of control settings.
    e. Test bypass/isolation unit functional modes and related automatic transfer-switch operations.
    f. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for 1 pole deviating by more than 50 percent from other poles.
    g. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.

5. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from both sources.

    a. Verify grounding connections and locations and ratings of sensors.
    b. Observe reaction of circuit-interrupting devices when simulated fault current is applied at sensors.

C. Coordinate tests with tests of generator and run them concurrently.

D. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.

E. Remove and replace malfunctioning units and retest as specified above.

3.5 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below. Refer to Division 1 Section "Closeout Procedures."

1. Coordinate this training with that for generator equipment.

END OF SECTION 26 3600