

**GENERAL CONDITIONS**

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

Wayne State University  
Facilities Planning & Management  
Design & Construction Services  
University Services Building  
5454 Cass Avenue  
Detroit Michigan 48202

SUPPLEMENTARY GENERAL CONDITIONS  
OF  
THE CONTRACT FOR CONSTRUCTION

Facilities Planning & Management - Design & Construction Services

Wayne State University

**WSU SUPPLEMENTARY GENERAL CONDITIONS**  
**OF THE**  
**CONTRACT FOR CONSTRUCTION**

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

**ARTICLE 1 - CONTRACT DOCUMENTS**

1.1 DEFINITIONS

1.1.5 The Agreement

The Agreement executed by the Contractor and the Owner.

1.2 EXECUTION, CORRELATION, INTENT, AND INTERPRETATIONS

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

1.2.7 Precedence of Drawings and Specifications.

The Agreement has precedence over WSU Supplementary General Conditions.

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

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

**ARTICLE 2 - ARCHITECT**

2.1 DEFINITION

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

2.2 ADMINISTRATION OF THE CONTRACT

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

- a. Explain Contract Documents: Assist the Contractor via the Contractor's Superintendent to understand the intent of the Contract Documents.
- b. Observations: Conduct on-site observations and spot checks of the work in progress as a basis for determining conformance of the work, material, and equipment with the Contract Documents.
- c. Additional Information: Obtain from the Architect, additional details or information, if and when required, at the job site for proper execution of the work.

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

- ee. Do not advise on or issue directions relative to any aspect of the building technique or sequence unless a specific technique or sequence is called for in the Specifications or by written instructions from the Architect.
- ff. Do not approve shop drawings or samples.
- gg. Do not authorize or advise the Owner to occupy the Project, in whole or in part, prior to the final acceptance of the building.
- hh. Do not issue a Certificate for Payment.

### **ARTICLE 3 - OWNER**

#### **3.5 OWNER'S RIGHT TO DO WORK**

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

#### **3.6 OWNER'S ACCESS AND PARTIAL OCCUPANCY**

- 3.6.1 The Owner shall have access to the work at all times, and at his election, may from time to time (prior to the stipulated contract completion date) occupy any of the units or parts of the project as the work in connection therewith is complete to such a degree as will, in the opinion of the Owner, permit their temporary or permanent use. The Owner will, prior to any such partial occupancy, give notice to the Contractor thereof and such occupancy shall be upon the following terms:
- a. Such occupancy shall not constitute an acceptance of work not performed in accordance with the Contract nor shall such occupancy relieve the Contractor of liability to perform any work by the Contract by not complete at the time of occupancy.
  - b. Except as otherwise provided by an agreement at the time of such partial occupancy, the Contractor shall be relieved of all maintenance costs on units or parts so occupied.
  - c. The Contractor shall not be responsible for wear and tear or damage resulting from partial occupancy.
  - d. The Owner shall assume risk of loss with respect to any unit or part so occupied.
  - e. The Contractor shall, if required by the Owner, furnish heat, light, water, or other such services to the units or parts occupied and the Owner shall make proper remuneration therefore to the Contractor.
- 3.6.2 The Contractor agrees that the Owner shall have the right, after seven (7) days' written notice to the Contractor, to place and install as much equipment and machinery during

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

#### **ARTICLE 4 - CONTRACTOR**

##### **4.4 LABOR AND MATERIALS**

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

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

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

##### **4.6 TAXES**

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

##### **4.7 PERMITS, FEES AND NOTICES**

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

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

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

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

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

4.9 SUPERINTENDENT

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

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

4.12 DRAWINGS AND SPECIFICATIONS AT THE SITE

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

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

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

4.13 SHOP DRAWINGS AND SAMPLES

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

1. One (1) set of transparency (sepia) of the approved shop drawings and descriptive material submitted during construction. Any shop documents unobtainable in sepia shall be supplied in three (3) sets.
2. One (1) set of transparency (sepia) of constructional shop drawings with all installational revisions incorporated to reflect the as-built condition. Examples of constructional shop drawings are dimensioned conduit, piping and ductwork layout drawings.
3. Three (3) sets of instructional manuals on the installation, operation, maintenance and service of equipment and systems, including parts lists.

Examples of Specific Information Required:

1. Electrical
  - a. Conduit layout of light, power, and special systems, indicating dimensionally the locations and size of runs; circuit grouping and

- conductor size and number in conduit runs.
- b. System description and elementary diagrams, connection and interconnection diagrams, and device internal diagrams.

2. Mechanical

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

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

3. Elevators

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

**ARTICLE 5 - SUBCONTRACTORS**

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

5.2.3 Delete Article 5.2.3 in its entirety.

5.2.4 Delete Article 5.2.4 in its entirety.

**ARTICLE 7 - MISCELLANEOUS PROVISIONS (Revised 4-2007)**

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 The Contractor shall 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

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

- A. 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.
- B. 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.

7.7 ROYALTIES AND PATENTS

7.7.1 The Contractor hereby agrees to indemnify, protect and save harmless the Architect and the Owner from and against any and all liability, loss or damage, and to reimburse the



Owner and the Architect for any expenses, including legal fees and disbursements to which the Owner or the Architect may be put because of claims of litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the work or materials, equipment, or other items used by the Contractor in its performance.

7.9 INTEREST

7.9.1 Delete Article 7.9 in its entirety.

**ARTICLE 8 - TIME**

8.1 DEFINITIONS

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

8.3.5 LIQUIDATED DAMAGES

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

**ARTICLE 9 - PAYMENT AND COMPLETION**

9.3 PROGRESS PAYMENTS

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

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

9.6 FAILURE OF PAYMENT

9.6.1 Delete Article 9.6 in its entirety.

**ARTICLE 11 - INSURANCE**

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

A. General Requirements

Type of Insurance

Minimum Requirement

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

B. Maximum Acceptable Deductibles

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

- 11.1.3 The Board of Governors, Wayne State University, shall be named as an additional insured but only with respect to accidents arising out of said contract.
- 11.1.2.1 The Contractor shall either 1) require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability and Property Damage Liability Insurance of the type and in the same amounts as specified in the Subparagraph, or 2) insure the activity of his subcontractors in his own policy.
- 11.2 OWNER'S LIABILITY INSURANCE
- Delete Article 11.2 in its entirety.
- 11.3 PROPERTY INSURANCE
- Delete Article 11.3 in its entirety and replace with the following:
- 11.3.1 The Contractor shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and sub-subcontractors in the work and shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief.
- 11.3.2 The Owner and Contractor waive all rights against each other for damages caused by fires or other perils to the extent covered by insurance provided under Subparagraph 11.3.1. The Contractor shall require similar waivers by Subcontractors and sub-subcontractors in accordance with Clause 5.3.1.5.

**ARTICLE 12 - CHANGES IN THE WORK****12.1 CHANGE ORDERS**

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

**ARTICLE 14 - TERMINATION OF THE CONTRACT****14.1 TERMINATION BY THE CONTRACTOR**

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

**ARTICLE 15 - ADDITIONAL CONDITIONS****15.1 SUBSTITUTION OF MATERIALS AND EQUIPMENT**

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

**15.2 NON-DISCRIMINATION PROVISION AND WAGE AND HOUR ACT**

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

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

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

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

- 15.2.1.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 15.2.1.5 The Contractor will comply with all provisions of the Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor or other government agency or authority having jurisdiction.
- 15.2.1.6 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or other government agency or authority having jurisdiction, and will permit access to his books, records, and accounts by the administrative agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 15.2.1.7 In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract, or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further University contracts or federally-assisted contracts in accordance with procedure authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or other government agency or authority having jurisdiction.
- 15.2.1.8 The Contractor will include in the provisions of Subparagraph 15.2.1.1 through 15.2.1.8 in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 204 of Executive Order No. 11246 of September 27, 1965, so that provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- 15.3 COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT AND REGULATIONS
- 15.3.1 The Contractor shall comply with the Copeland Anti-Kickback Act and Regulations of the Secretary of Labor (29CFR, Part 3) which are herein incorporated by reference.
- 15.4 PREVAILING WAGES
- 15.4.1 Contractors and subcontractors shall pay all mechanics and laborers, including apprentices and trainees, no less than the wage and fringe benefit rates prevailing in the locality in which the work is performed. Wage and fringe benefit rates are determined by the Federal Government Department of Labor.
- 15.4.2 Classifications not provided in the schedule shall be determined prior to the award of the contract and shall be no less than the wage and fringe benefit rates determined by the Federal Department of Labor.
- 15.4.3 Contractors and subcontractors shall adhere to the ratios of apprentices to journey workers as determined by the Federal Department of Labor.

- 15.4.4 Contractors and subcontractors shall keep a copy of the prescribed wage and benefit rates posted at the construction site in a conspicuous place.
- 15.4.5 Contractors and subcontractors shall keep an accurate record of the name, occupation, and the actual benefits paid to each mechanic or laborer for the contract. This record shall be made available for reasonable inspection by the Federal Department of Labor and the Owner.

SAMPLE

**DRAWINGS**

The following drawings dated July 10, 2008, ISSUED FOR BID, accompany and form a part of these Documents.

<u>Drawing No.</u>	<u>Description</u>
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SAMPLE

**GENERAL REQUIREMENTS****GENERAL****A. CONTRACTOR'S RESPONSIBILITY**

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

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

**B. CODES AND STANDARDS**

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

**C. PERMITS, FEES AND NOTICES**

See Supplementary General Conditions.

**D. MEASUREMENTS**

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

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

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

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

**E. CONTRACTOR'S MEASUREMENTS**

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

**F. CONTINUITY OF SERVICE**

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

**G. SUBMITTALS**

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

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

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

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

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

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

**PROTECTION OF OCCUPANCY (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 which must be at the job site.

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

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

**3. COMPLIMENTARY PARKING**

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

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

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

**E. TOILET FACILITIES**

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

**F. TELEPHONE USE**

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

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

**G. ACCESS DEVICES**

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

**H. HEAT AND VENTILATION**

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

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

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

**I. WATER SERVICE**

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

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

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

**J. ELECTRICAL SERVICES**

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

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

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

### **INSPECTIONS AND TESTS**

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

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

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

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

### **CLEAN-UP**

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

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

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

### **PROJECT CLOSE-OUT**

#### **A. RECORD DRAWINGS**

At beginning of job, provide one copy of Working Drawings, and record changes, between Working Drawings and "As Built", including changes made by Addenda, Change Orders, Shop Drawings, etc. These shall be kept up to date. Update to indicate make of all mechanical and electrical

equipment and fixtures installed. Keep these Record Prints in good condition and available for inspection by the Architect/Engineer.

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

**B. OPERATING AND MAINTENANCE DATA**

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

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

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 Section 00510)**

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

**E. SWORN STATEMENT AND WAIVER OF LIENS**

Prior to final payment, the General Contractor shall provide a Contractor's Sworn Statement and Full Waiver of Liens from all subcontractors for material and labor.

**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.

SAMPLE