

**PROJECT MANUAL**

**GRANGER 233  
OFFICE RENOVATION**

**INVITATION TO BID 10-018**

**ISSUED:**

**October 21, 2009**



**FERRIS STATE UNIVERSITY**

**PURCHASING DEPARTMENT**

420 Oak Street, Big Rapids, MI 49307-2000

Phone 231 591-2165 Fax 231 591-3902

GENERAL INDEX

**GENERAL REQUIREMENTS**

<b>SECTION</b>	<b>TITLE</b>
001000	NOTICE TO CONTRACTORS
002000	FORM OF PROPOSAL
003000	PROJECT DESCRIPTION
004000	INSTRUCTIONS TO BIDDERS
005000	GENERAL CONDITIONS

**ATTACHMENTS:**

<b>NO.</b>	<b>TITLE</b>
------------	--------------

**PREVAILING WAGE RATES MECOSTA COUNTY**

**DRAWINGS:**

<b>NO.</b>	<b>TITLE</b>
------------	--------------

DO NOT SUBMIT  
PREVIEW ONLY

## 001000 - NOTICE TO CONTRACTORS

**BID NUMBER:** BID 10-018  
**PROJECT NAME:** GRANGER 233 OFFICE RENOVATION  
**DUE DATE:** November 4, 2009  
**# COPIES DUE** 2  
**PUBLIC OPENING:** YES  
**FAX BIDS ACCEPTED:** NO  
**BID BOND:** NO  
**PERFORMANCE BOND:** NO  
**INSURANCE:** YES  
**PURCHASING BUYER:**

Becky Lucas  
Lucasr3@ferris.edu  
(P) 231.591.2165  
(F) 231.591.3902

**PROJECT COORDINATOR:** Matt Stanke  
stankema@ferris.edu  
(P) 231.591.2920  
(F) 231.591.2770

### BID & PROJECT TIMELINE

**PRE-BID MEETING:** October 28, 2009  
Granger Building - Room 233  
10:00 AM  
Mandatory for Prime Bidders  
Strongly recommended for subcontractors

**DEADLINE FOR  
ADDITIONAL INFORMATION:** October 30, 2009

**DEADLINE FOR ADDENDA:** November 2, 2009

**BIDS DUE:** November 4, 2009

All Bids for Ferris State University should be submitted using the attached "FORM OF PROPOSAL" signed and submitted to:

Purchasing Office,  
**BID 10-018**  
420 Oak Street, PRK250,  
Big Rapids, MI 49307

We reserve the right to reject any bids not submitted to the proper location or on the proper forms. **Vendors MUST contact the Purchasing office to verify receipt of bid.**

**POST BID REVIEW:** November 5, 2009

**FINAL AWARD:** November 6, 2009

**START DATE:** November 9, 2009

**COMPLETION DATE:** January 5, 2010

**002000 - FORM OF PROPOSAL**

The undersigned certifies that to the best of his/her knowledge: (check all that apply)

- ( ) There is no officer or employee of Ferris State University who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal/bid.
- ( ) The names of any and all public officers or employees of Ferris State University who have, or whose relative has, a substantial interest in any contract award subsequent to this proposal/bid are identified by name as part of this submittal.
- ( ) Michigan's Business Corporations Act, MCL 450.2011, specifically provides that "[a] foreign corporation shall not transact business in this state until it has procured a certificate of authority to transact business from the administrator [with the Michigan Department of Labor and Economic Growth]." A foreign corporation is defined in the Act at MCL 450.1107(1) as "a corporation for profit formed under laws other than the laws of this state . . .". My Michigan Business Authorization number is: \_\_\_\_\_
- ( ) The company listed below is a registered Minority or Woman owned business. I have included a copy of my company registration for documentation.

The undersigned further certifies that their firm (check one)  IS or  IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

After carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the specifications/scope of work.

Company Name: \_\_\_\_\_ FEIN/TIN# \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Web Address: \_\_\_\_\_

Name & Title \_\_\_\_\_

Signature \_\_\_\_\_

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

Does your company accept Visa? \_\_\_\_\_ Do You have on-line ordering capability? \_\_\_\_\_

Payment Terms \_\_\_\_\_ F.O.B. Big Rapids Only \_\_\_\_\_

Bid Firm for \_\_\_\_\_ days. Bid Expiration date \_\_\_\_\_



## 003000 - PROJECT DESCRIPTION

00 30 1. PROJECT DESCRIPTION

The specifications and the drawings accompanying them describe the work to be done and the materials to be furnished for the construction of **GRANGER 233 OFFICE RENOVATION**, for Ferris State University, Big Rapids, Michigan.

00 30 2. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contractors on a Lump Sum Amount for the Total project. All phases of the work shall be bid to and through the Prime Contractors. Bids shall be submitted in the manner herein described and on the official Form of Proposal form included in Section 002000 and shall be subject to all the conditions as set forth and described in the Bid Documents. Bids shall be submitted only on the Official Forms herein. Failure to comply with the foregoing requirements will be cause for invalidation of bid.

00 30 3. METHOD OF AWARD:

Award shall be made to the most qualified responsive bidder for the lowest lump sum amount offering the best value indicated on the form of proposal for the entire project.

00 30 4. OBTAINING PLANS AND SPECIFICATIONS:

Specifications, Plans, and Contract Documents may be examined at the following places:

**FERRIS STATE UNIVERSITY – PURCHASING WEBSITE**

<http://www.ferris.edu/purchasing/openbids/>

**Only those bidders who are registered with the project manager will appear on the plan holders list.**

00 30 5. BID SUBMITTAL:

Contractors must submit their bid, **IN DUPLICATE**, in a sealed envelope and the envelope must contain the following information on the outside lower left-hand corner:

**GRANGER 233 OFFICE RENOVATION**

FSU Bid **10-018**  
Purchasing Office  
Room 250 Prakken Building  
420 Oak Street  
Ferris State University  
Big Rapids, MI 49307

Bids, upon their receipt by Ferris State University Purchasing Office, are stamped showing the hour and date received. Bids received after the scheduled closing time for reception of bids will not be considered provided legal and accepted bids have been received on said referenced Invitation.

00 30 6. BID WITHDRAWAL:

No bidder may withdraw his bid for a period of thirty (30) days after the date set for the opening of bids. Clerical errors and omissions in the computation of the lump sum shall not be cause for withdrawal of the bid without forfeiture of bid bond. Bids may be withdrawn in person only, prior to the closing date for receipt of bids.

00 30 7. MINORITY BUSINESS ENTERPRISE (MBE) AND WOMAN BUSINESS ENTERPRISE (WBE) SUBCONTRACTORS AND MATERIALS PROCUREMENT

The University encourages bidders to take the responsibility of supporting MBE's and WBE's by making a good-faith effort to include these types of business enterprises as subcontractors and material suppliers. The successful bidder will be asked to submit a list of any MBE and/or WBE subcontractors and suppliers used on this project. The list will include company name, type of work, or supplies being provided, dollar value of work and percentage of contract price. This information will be submitted to the Ferris State University Purchasing Office, 2nd Floor Prakken Building. For assistance in locating MBE and WBE sources, bidders can call (231) 591-2165.

MINORITY OWNED BUSINESS means a business enterprise of which more than 50% of the voting shares or interest in the business is owned, controlled, and operated by individuals who are members of minority and with respect to which more than 50% of the net profit or loss attributable to the business accrues to shareholders who are members of minority.

MINORITY means a person who is black, Hispanic, Oriental, Eskimo, or an American Indian who is not less than 1/4 quantum Indian blood as certified by the person's tribal association and verified by the Indian Affairs Commission.

WOMAN OWNED BUSINESS means a business of which more than 50% of the voting shares or interest in the business is owned, controlled, and operated by women and with respect to which more than 50% of the net profit or loss attributable to the business accrues to the women shareholders.

CONTROLLED means exercising the power to make policy decisions in a business.

OPERATED means the activity of being involved in the day-to-day management of a business.

00 30 8.

BONDING:

Where specified in the Notice to Contractors, bids shall be accompanied by a bid guarantee of not less than five (5%) percent of the amount of the base bid. Additionally, where specified in the Notice to Contractors successful bidder shall furnish a 100% Performance and Payment bond. All bonding and insurance requirements are contained in the Instructions to Bidders and/or General Conditions.

00 30 9.

RIGHT TO REJECT:

Ferris State University Purchasing Office reserves the right to reject any and all bids and to waive all formalities and/or technicalities where the best interest of the University may be served.

00 30 10.

GENERAL INFORMATION:

- A. Prevailing wage rates are applicable
- B. Only those Contractors who have obtained Plans and Bid Documents directly from the Ferris State University will be eligible to submit.
- C. It IS NOT necessary to have a representative present at the Bid Opening for any company submitting a Bid.

00 30 11.

PRE-BID CONFERENCE:

- A. **A mandatory pre-bid conference will be held on October 28/10:00 AM at Granger Building – Room 233**

All Prime Bidders are required to attend. Decisions and clarifications discussed at this meeting will be incorporated into the bid documents by an addendum issued no later than five (5) days prior to bidding.

00 30 12. FOREIGN CORPORATIONS

Under Michigan's Business Corporation's Act, MCL 450.2011, specifically provides that "[a] foreign corporation shall not transact business in this state until it has procured a certificate of authority to transaction business from the administrator [with the Michigan Department of Labor and Economic Growth]." A foreign corporation is defined in the Act at MCL 450.1107(1) as "a corporation for profit formed under laws other than the laws of this state . . . ."

00 30 13. TIME FOR COMPLETION

- A. The Contractor shall begin the Work on the date of commencement as specified in the Purchase Order. He/she shall carry the Work forward expeditiously with adequate forces and management process for achieving completion of the Work within the Contract time. All time limits stated in the Contract Documents are of the essence of the Contract.
- B. The Contract time, unless otherwise provided, is the period of time specified in the Contract Documents for substantial and final completion, as defined hereinafter, including authorized adjustments thereto.
- C. Substantial completion of the Work shall mean when the Work is sufficiently complete, so that the Owner may occupy or utilize the Work for the use for which it is intended. The ability to occupy or utilize shall include regulatory authority approval as well as degree of construction of the Work. When the Owner accepts and occupies a building, the operation, maintenance, utilities, and insurance become the responsibility of the Owner.
- D. **The Substantial Completion Date for this project is January 5, 2010**

END OF SECTION 003000 - PROJECT DESCRIPTION

## **004000 - INSTRUCTIONS TO BIDDERS**

### **00 40 00 - DEFINITIONS**

- 00 40 1. ADDENDA are written or graphic instructions issued by the Ferris State University, which modify or interpret the Bidding Documents by addition, deletions, clarification, or corrections.
- 00 40 2. An ALTERNATE is an amount stated in the Bid Proposal to be added to or deducted from the amount of the base Bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted.
- 00 40 3. A BID is the sum stated in the Bid Proposal for which the Prime Bidder offers to perform the work described in the specifications and detailed on the drawn plans.
- 00 40 4. BID DOCUMENTS include the Advertisement, Invitation to Bid, Instruction to bidders, General Conditions, Special Conditions, Bid Proposal forms, and the proposed contract documents including any Addenda issued prior to receipt of Bids.
- 00 40 5. A BID PROPOSAL is a complete and properly signed document, proposing to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.
- 00 40 6. A CONSULTANT shall be defined as the Owners' Design and/or Service Representative.
- 00 40 7. A PRIME BIDDER is one who submits a Bid for a contract with the University for the Work described in the proposed contract documents.
- 00 40 8. RESPONSIBLE BIDDER shall mean a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
- 00 40 9. RESPONSIVE BIDDER shall mean a person who has submitted a Bid which conforms in all material respects to the Invitation for Bids, so that all bidders may stand on equal footing with respect to the method and timeliness of submission and as to the substance of any resulting contract.

### **00 41 00 - PRIME BIDDER'S REPRESENTATION**

- 00 41 1. EACH PRIME BIDDER BY MAKING HIS/HER BID REPRESENTS THAT:
- A. He/she has read and understands the Bidding Documents and his Bid is made in accordance therewith.
  - B. He/she has visited the site and has familiarized himself with the local conditions under which the work is to be performed.
  - C. His/her Bid is based upon, or equal, materials, systems, and equipment described in the Bidding Documents, and in accordance with the bidding conditions and terms without exception.

### **00 42 00 - BIDDING DOCUMENTS**

- 00 42 1. COPIES
- A. Prime Bidders, Sub-bidders, and others may obtain from the Bid Documents in the manner and for the deposit sum and charge, if any, as stated in the advertisement or invitation.

- B. Complete sets of Bid Documents shall be used in preparing Bids. The University assumes no responsibility for misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. The Bid Documents are complementary and are issued for the convenience of the Prime Bidders. Ferris State University assumes no responsibility for the correctness of said documents. Each Prime Bidder should review the documents for error or misrepresentations that may affect the scope of work implied.

00 42 2. INTERPRETATION OR CORRECTION OF BID DOCUMENTS

- A. All bidders shall, upon examination of Bid Documents promptly notify Ferris State University of any ambiguity, inconsistency, or error they may discover upon examination of the technical specifications or of the site and local conditions.
- B. All bidders shall promptly notify Ferris State University in regard to any questions concerning the Form of Proposal, Instruction to Bidders and General Conditions.
- C. All bidders desiring clarification or interpretation of the Bid Documents shall make a written request to Ferris State University. Such written requests shall reach him at least five days prior to the closing date for receipt of Bids.
- D. Any interpretation, correction or change of the Bid Documents will be made by addendum, issued by Ferris State University. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding and bidders shall not rely upon such interpretations, corrections and changes.

00 42 3. ADDENDA

- A. Addenda will be issued to all who are known by Ferris State University to have requested and were furnished Bid Documents.
- B. It shall be the sole responsibility of the Prime Bidders who receive the addendum, to insure that all of the appropriate Sub-bidders are notified in respect to the information contained in the addendum.

00 42 4. "OR EQUAL" CLAUSE

The materials, products and equipment detailed, described or referenced to manufacturers' or vendors' names, trade names, catalogue numbers, etc., are intended to establish a standard of required function, dimension, appearance and quality. Material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment as proposed is, in the opinion and judgment of the Owner, of equal substance and function.

00 43 00 - BIDDING PROCEDURES

00 43 1. FORM AND STYLE OF BIDS

- A. Bids shall be submitted only on the proposal form provided herein.
- B. Any interlineation, alteration, or erasure must be initialed by the signer of the Bid or by an official designee of the signer of the Bid.

00 43 2. BID SECURITY

- A. Where specified in the Notice to Contractors, the Prime Bidder shall furnish a Bid guarantee in the form of a Bid Bond or Cashiers Check, in an amount not less than five percent (5%) of the Bid amount. By submitting said Bid guarantee, he/she is pledging that he/she will enter into a contract with the University on the terms stated

in his Bid and will, if required, furnish bonds covering the faithful performance of the contract and the payment of all obligations arising there under. Should the Prime Bidder refuse to enter into a contract or fail to furnish required performance and payment bonds, the amount of the Bid security shall be forfeited to the University as liquidated damages, not as a penalty.

- B. The Purchasing Office will retain the Bid security of Prime Bidder until either (a) the contract has been executed and Performance bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

00 43 3. SUBMISSION OF BIDS

Prime Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

**00 44 00 - TAXES**

00 44 1. MICHIGAN SALES AND/OR USE TAX

Prime Bidders are informed that construction contracts for Ferris State University are not exempt for the provisions of the Michigan Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be provided for in the Bid amount as no adjustments will be permitted and/or made after the fact.

00 44 2. CITY OF BIG RAPIDS INCOME TAX

The City of Big Rapids Income Tax Ordinance Rules and Regulations, all employers including contractors and subcontractors, in Big Rapids having one or more employees and all employers outside of Big Rapids, who conduct business in Big Rapids, are required to withhold tax from employees and file a tax return.

A copy of the letter sent to Ferris State University from the City of Big Rapids, Michigan is attached for reference. Contractors are advised to refer to the letter for additional information and contacts to comply as required.

**00 45 00 - PREVAILING WAGE REQUIREMENTS**

00 45 1. GENERAL

All contractors providing services to Ferris State University must provide services contracted for in accordance with the following provisions:

A. PREVAILING WAGE AND FRINGE BENEFIT RATES:

1. The rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractors and all of the contractor's subcontractors and their subcontractors and all construction persons privity of contract with the contractor shall be not less than the wage and fringe benefit rates in the attached Michigan Department of Labor schedule of occupational classification and wage and fringe benefits for the locality in which the work is to be performed. With respect to prevailing wage and benefit rates, the term "contractor" shall include all Lessors, General Contractors, Prime Contractors, Project Managers, or Subcontractors and person in privity of contract with them.

2. The contractor and all the contractor's subcontractors and their subcontractors and all persons in privity of contract with the contractor shall have no fewer journeyman construction mechanics per apprentice than provided in the attached Michigan Department of Labor schedule of occupational classifications and apprentice-journeyman ratios for construction mechanics at the location of this Project. For purposes of this determination, "apprentice" shall mean only those apprentices enrolled in a registered apprentice program.
3. The contractor and all the contractor's subcontractors and their subcontractors and all persons in privity of contract with the contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates and apprentice-journeyman ratios as prescribed in the contract, and the address and telephone number of the Department of Labor office responsible for enforcement and shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic and apprentice employee in connection with said contract. This record shall be available for reasonable inspection of the Michigan Department of Labor.
4. In case there is an omission of any trade from the list of wage rates and fringe benefits to be paid to each class of mechanics by the contractor, it shall be understood that the trades omitted shall also be paid not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed.
5. A finding by the Michigan Department of Labor that the contractor or subcontractor in violation of the requirements of the contract shall be final for all purposes.
6. The Owner and all intervening contractors shall withhold twice the amount of the underpayment reported in the Department of Labor's determination until the contractor or subcontractor satisfies the reported underpayment of the determination is found erroneous after a hearing conducted upon the request of the contractor or subcontractor.
7. The Owner at his discretion may require that any trade contractor or a trade subcontractor submit weekly certified payroll reports to the Owner for verification of compliance with prevailing wage requirements.

**B. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND PREVAILING WAGE FRINGE BENEFIT RATES:**

Refer to attached schedule of occupational classifications, apprentice to journeyman ratios, and prevailing wage and fringe benefit rates as required for construction and all of the contracts for construction.

END OF SECTION 004000 – INSTRUCTIONS TO BIDDERS

## 005000 – GENERAL CONDITIONS

### 00 50 1. THE PROJECT

The drawings and specifications accompanying them describe the work to be done and the materials to be furnished as described in the Bid Documents.

### 00 50 2. GENERAL DESCRIPTION

The work to be accomplished under this contract consists of, but is not limited to all services and equipment specified herein or shown on related drawings, necessary for the completion of Work as described in the Bid Documents.

### 00 50 3. PRE-CONSTRUCTION CONFERENCE

Following the signing of the Contract Documents and prior to the actual beginning of construction, the pre-construction conference will be held. The time and location of this meeting will be determined by the Ferris State University Project Coordinator.

### 00 50 4. COORDINATION AND COOPERATION WITH OTHER CONTRACTORS

The Contractor shall coordinate with the Owner and other Contractors working in the area to insure the orderly progress of this work and other work that may be underway in the general area of this project.

### 00 50 5. USE OF PREMISES

- A. The Contractor shall cooperate with the University and other affected individuals relative to the use of the premises.
  - 1. All adjacent buildings will be occupied and in use for the entire duration of this project.
  - 2. The adjacent parking lots will be in use for the entire duration of this project.
- B. The Contractor shall coordinate construction activity with the Project Coordinator to insure construction progress as well as the safety of University personnel outside the limits of construction.
- C. The Contractor shall be permitted access directly to the limits of construction area and the direct route for staging construction for the duration of the project. The Contractor shall limit his workman and any subcontractors to the construction area.
- D. The Owner shall issue the Contractor a set of construction keys for the purpose of accessing and maintaining his/her Work area. The Contractor is solely responsible for these keys and shall be held liable for their return.
- E. The Contractor shall coordinate construction activity to assure the safety of those who must cross the project site. Provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility.

### 00 50 6. SANITARY FACILITIES

The contractor will be permitted use of restroom facilities and drinking water as specified by the Owner.

### 00 50 7. WATER AND ELECTRICITY

The Owner shall furnish, at his own expense, all electrical power and domestic water required for the completion of this work. The Contractor shall provide all necessary lamps, wires, cables, hoses, connections and other equipment necessary to use such

power and water and to do so in such a manner as not to interfere with nor damage all existing facilities in use.

00 50 8. LIQUIDATED DAMAGES

The parties agree that the damages caused by a late completion of the work on the project may result in damages that cannot be measured. In the event the substantial completion date agreed to in writing by contractor for the project and the work is not achieved on time, then contractor shall be liable for liquidated damages in the amount of SEVEN Hundred FIFTY Dollars (\$750.00) per day for every day's delay, unless such delay was beyond the reasonable control of the contractor.

In the event the final completion date is not achieved within sixty days after the substantial completion date then contractor shall be liable for liquidated damages in the amount of SEVEN Hundred FIFTY Dollars (\$750.00) per day every day's delay, unless such delay was beyond the reasonable control of the contractor. If contractor gives prompt written notice of such delaying events or failures beyond its reasonable control the Owner shall not assess liquidated damages for the delay period directly caused by such events or failures.

00 50 9. CODE REQUIREMENTS

All work shall conform all applicable State of Michigan codes, including MIOSHA safety requirements.

00 50 10. PERMITS, FEES AND NOTICES

- A. The contractor shall secure and pay for all permits, licenses, fees, taxes, meters and inspections necessary for the proper execution and completion of his Work, which are applicable at the time the bids are received. Fees to relocate utilities on Owner's property shall be included in the bid of the contractor doing the relocation
- B. Utility tie-ins: Shall be arranged with local utility company and other involved parties for minimum interruption of service. The related contractor is responsible for this coordination in order to meet the project schedule.
- C. Shutdowns of existing systems shall be limited to minimum time required and scheduled with other involved parties. Provide two days written notice of shutdown to Owner.
- D. Required observation and inspections of installed work shall be performed by the governing authority as arranged for by the contractor. Work shall not be covered until approved. Cost for this is by contractor.
- E. Contractor and each subcontractor shall give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of his Work. If a contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Owner in writing, and necessary changes shall be adjusted by appropriate notification. If a Contractor performs work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefore and shall bear the costs attributable thereto.

00 50 11. SPECIFICATIONS

The specifications as noted herein are prepared by Ferris State University. These specifications describe the standards and quality of construction for this project. Any uncertainties about the intent of the contract documents shall be brought to the attention

of Ferris State University prior to the Bid Opening or before proceeding with construction of that portion of the project.

00 50 12. WORKMANSHIP

All work shall be done in a workmanlike manner in accordance with industry standards or the respective trades. Details shall be based on commonly used standard building details.

00 50 13. CONTRACT DOCUMENTS UNCHANGED

No changes shall be made to the drawings or specifications without prior written approval from Ferris State University.

00 50 14. INSURANCE

The Contractor shall effect and maintain insurance for protection from claims under Workers' Compensation Acts: claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

The Contractor's proposal shall state the coverage and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance of performance of professional services and caused by any errors, omissions or negligent acts for which the Contractor may be legally liable. Certificates of Insurance evidencing the above coverage shall be provided to the Purchasing Office prior to the start of on-site activity. Coverage shall be minimally, but not be limited to, the following amounts:

<b>Workers Compensation</b>	<b>\$100,000 bodily injury by accident \$100,000 bodily injury by disease \$500,000 bodily injury by disease per policy limit</b>
<b>Comprehensive General Liability</b>	<b>\$1,000,000 per occurrence/\$1,000,000 aggregate</b>
<b>Auto Liability</b>	<b>\$1,000,000 per occurrence, combined single limits, bodily injury and property damage</b>

Note: Additional insurance coverage may be required in specific instances.

The Certificates of Insurance shall also provide Ferris State University with: policy effective date, policy expiration date, policy number, companies affording insurance, producer, insured, certificate holder (Ferris State University) and assurance that at least 30 days notice to Ferris will be given upon cancellation of insurance.

Exceptions to this policy will not be made unless circumstances exist that warrant alternative consideration. In such cases the company or person unable to obtain proper amounts of insurance may be required to sign and agree to hold Ferris State University harmless for any potential or realized liability.

Questions may be directed to the Ferris State University Purchasing Office.

00 50 15. BARRICADES

Each contractor shall provide barricades for his work, sufficient to prevent injury to persons or damage to property. It is the sole responsibility of each contractor to determine and provide all necessary safety precautions to comply with Michigan and federal laws. Any barricades that reduce the exit requirements for the building shall be first approved by the Office of Plant and Project Management and shall be maintained as necessary so that existing emergency egress from the building is possible at all times.

00 50 10. MATERIALS

All materials shall be new stock unless specifically called for in the bid documents.

00 50 11. ERRORS AND DISCREPANCIES

If the contractor discovers any errors or omissions in the drawings or variances with existing conditions as shown on the drawing, he or she shall notify the Project Coordinator for interpretation and/or correction.

00 50 12. SKILLED LABOR

All labor for this project shall be performed by skilled mechanics, qualified and competent to perform the best grade of workmanship. Workmanship shall be of the highest quality in every respect, as usually recognized in the building industry. All surfaces, members, frames, and units shall be true, even and in alignment. Connections shall be true, tight, and neat. If inferior workmanship is employed, the work shall be redone to conform to the highest quality standards of the trades concerned.

Each contractor and subcontractor shall provide a competent foreman at the job site, who shall be responsible for taking instructions from the Project Coordinator and directing the installation of the contractor's work. Such foreman and/or superintendent shall be approved by the Project Coordinator and shall be replaced only with the Project Coordinator's permission.

00 50 13. DISPOSITION OF DEBRIS

All debris resulting from contract operations not specifically required to be turned over to the owner shall be promptly disposed of or recycled off the site. Materials deemed not usable shall become the property of the contractor responsible for its removal. Debris shall not be allowed to accumulate in the building or on the site. Clean up shall be required on a daily basis.

00 50 14. WARRANTIES AND GUARANTEES

The act of the contractor in executing the contract for this Work shall be considered as acceptance of the following guarantee covering the contract:

A. In addition to the warranties and guarantees set forth elsewhere in the Bid Documents, the Contractor shall promptly correct all failures and or defects in the Work for a period of one year after the substantial completion date or the date the Owner accepts the Work, whichever is later. Therefore, all materials, workmanship or equipment furnished as part of this contract which prove defective or fail to operate properly within one (1) year of the date of acceptance of the work required under this contract (damage by wear and tear, violence or casualty not the fault of the contractor excepted) shall be repaired and/or replaced promptly upon notification from the owner and without cost to the owner.

B. In addition to the warranties and guarantees set forth elsewhere herein, the Contractor expressly warrants and guarantees to the Owner that:

1. The performance of the Work complies with (a) the Bid Documents; and (b) all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.
  2. All goods, products, materials, equipment and systems incorporated into the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (a) new (unless otherwise specified or permitted) and without apparent damage or defect; (b) of quality equal to or higher than that required by the Bid Documents; and (c) merchantable.
  3. All management, supervision, labor and services required for the Work shall comply with the Bid Documents and shall be and are performed in a workmanlike manner.
- C. The Contractor shall require that all of its subcontractors and suppliers provide written warranties, guarantees and other undertakings to the Owner and the Contractor in a form identical to the warranties, guarantees and other undertakings set forth in these Bid Documents including the warranties, guarantees and undertakings set forth in this article, which warranties, guarantees and undertakings shall run to the benefit of the Owner as well as the Contractor.
- D. If the Contractor, either directly or through any of its subcontractors or suppliers (for purposes of this paragraph only "Provider"), incorporates into the Owner's facility or sells the Owner other equipment comprising, in whole or in part, custom designed products or components, including controls or computer software programs ("Products"), claimed by the Provider to be proprietary, the Provider shall:
1. Warrant the Products to be free from defects and perform, at no additional charge to the Owner, all repairs, including parts and labor necessary to render the Products operational up to that performance initially called for by specification, for the entire useful life of the Products
  2. Maintain the Products, at whatever charge the parties may agree to before installation of the Products, for the entire useful life of the Products, and in the absence of such prior agreement as to maintenance charges, at no cost
  3. Deposit with the Owner the design documents, plans, technical specifications and source code, where necessary and applicable, even if claimed proprietary by the Provider, so that the Owner, with or without the Provider or assistance from others, would be fully capable of repairing and properly maintaining the Products.

00 50 15

#### HAZARDOUS MATERIALS

In the event the contractor encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) on the site, which has not been rendered harmless, the contractor shall immediately stop work in the area affected and report the condition to the Ferris State University. The work in the affected area shall not thereafter be resumed, if in fact, the material is asbestos or polychlorinated biphenyl (PCB), and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless. The contractor shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB).

00 50 16.

#### SUBMITTALS

Following receipt of Purchase Order or Work Order and prior to the actual beginning of construction, the following items shall be submitted to the Project Coordinator.

- A. Log of Submittal's itemizing all Shop Drawings, Certifications, and Guarantee's and any other items required to be submitted to the Project Coordinator for review, approval or acceptance.
- B. Cost Breakdown showing the total cost of each major item or discipline of construction broken down by Material and Labor costs.
- C. Construction Schedule in a line-item/bar chart format showing anticipated starts, material delivery dates critical to the project completion, duration and completion of all major items or disciplines of work. The line-item bars on this schedule shall be identical to the line-items on the Cost Breakdown.

00 50 17. USE OF COMPLETED PORTIONS

By mutual agreement between the Owner and Contractor, the Owner may use a completed portion of the project after an inspection is made. Such possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

00 50 18. DELAYS AND EXTENSION OF TIME

It is agreed that time is of essence for each and every portion of this Contract and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. An extension of time shall not be cause for extra compensation under the contract. The Contractor may be granted an extension of time and/or relief from liquidated damages when the delay in completion of the Work is due to:

- A. Unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of another Contractor in the performance of a Contract with the Owner, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.
- B. Any claim for extension of time and/or relief from liquidated damages due to delays caused by other contractor's work force or by acts of the Owner shall be submitted in writing within 3 calendar days after the delay.
- C. The time extensions for changes in the Work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction.
- D. Any claims for extension of time for delays in transportation or for failures of suppliers shall be supported by a citation of facts demonstrating that the delays are beyond the Contractor's control, including, but not limited to, his efforts to overcome such delays.

00 50 19. FIELD OFFICE

A field office is not required for this project.

00 50 20. SEPARATE CONTRACTS

The Owner reserves the right to let other Contracts in connection with the Work or to perform Work with his own forces. The contractor shall afford the other contractors as well as the Owner's forces reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the Work of the Owner, the Contractor shall promptly report to the Project Coordinator, any observed defects in such Work that render it unsuitable for proper execution or connection. His failure to inspect and report shall constitute an acceptance of the other Contractor's Work as fit and proper for the reception of his Work, except as to defects which may develop in the other Contractor's Work after the execution of his Work.

Whenever Work is done by the Owner's forces or by other Contractors contiguous to the Work covered by this Contract, the respective rights of the various interests involved shall be established by the Project Coordinator, to secure the completion of the various portions of the Work in general harmony.

00 50 21. OR EQUAL CLAUSE

The materials, products and equipment detailed, described or referenced to manufacturers' or vendors' names, trade names, catalogue numbers, etc., are intended to establish a standard of required function, dimension, appearance and quality. Material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion and judgment of Ferris State University, of equal substance and function.

00 50 22. APPLICATION FOR PAYMENT

The Owner will make payments to the Contractor on amount of the Work performed or materials furnished for the Work in accordance with the conditions and in accordance with the following procedures:

- A. Prior to submitting the first payment application, the Contractor shall submit a schedule of values (cost breakdown) on standard AIA forms and satisfactory to the Project Coordinator. The schedule of values shall include quantities and prices aggregating the Contract price and shall subdivide the Work into component parts. A copy of the schedules approved by the Project Coordinator will be provided to the Contractor which will be the basis for progress payments during construction. The schedule of progress shall indicate the starting and completion of the various stages of the Work.
- B. Not more often than once a month, the contractor shall submit to the Project Coordinator, an itemized payment request supported by such data substantiating the Contractor's right to payment as the Project Coordinator may require for Work completed during the current calendar month.
- C. Retainage: Ten percent (10%) of the Completed Work shall be retained for the duration of the contract until Substantial Completion is certified and the Owner has approved all punch list items.
- D. Upon certification of substantial completion of the Work, the Contractor may make application for the balance of the Contract funds less the value of incomplete Work, and request release of retainage.
- E. Any keys given to the Contractor by the Owner shall be returned prior to approval for final payment.

00 50 23. NOT IN CONTRACT (N.I.C.)

All items identified within the Drawings and Specifications as Not in Contract (N.I.C.) are NOT to be included in lump sum proposal.

00 50 24. PROJECT CLEANING

Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section. "Clean" for the purpose of this Article shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.

- A. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
- B. Use only the cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the material.
- C. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- D. Do not allow accumulation of scrap, debris, waste material and other items not required for construction of this Work.
- E. FINAL CLEANING: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Unless otherwise directed by the Owner, broom clean paved areas on the site and public paved areas adjacent to the site. Completely remove resultant debris. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Schedule final cleaning as approved by the Owner to enable Owner to accept a completely clean Work.

00 50 25.

ALTERNATES

- A. Definition: An alternate is an amount proposed by Bidders and stated on Bid Form that will be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in Contract Documents. The Owner reserves the right to accept, decline, and/or enter negotiations to modify Voluntary Alternates proposed by the Contractor and/or any subcontractor. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate in the Work. No other adjustments are made to the Contract Sum.
- B. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each alternate is complete and fully integrated into the project.

00 50 26.

CHANGE ORDER PROCEDURE

- A. Make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as described in the Change Orders signed by the Owner and the General Contractor.
- B. Change orders will be numbered in sequence and dated. The change order will describe the changes, changes in the Contract Sum, changes in the Contract Time of Completion and will be signed by the Owner and the Contractor. Request for estimates for possible changes are not to be considered Change Orders or direction to proceed with the proposed changes.

00 50 27.

EXTRA WORK FEES

- A. For additional work performed upon authorization of the Owner, the Contractor agrees to accept the following fees:

1. Markups are based on amounts determined after all applicable discounts are applied. Costs exclude warehousing, small tools or estimating charges, which are part of overhead.
2. There will be a fee of 10% applied to total cost of labor. Reimbursable labor must be expended at the Project Site and must include hourly wage rate plus all insurance, taxes, health and welfare contributions and other employee benefits. No other miscellaneous fees, allowances, off site labor, or Overhead costs are allowed; overhead includes all costs not directly expended at the Project Site.
3. There will be a fee of 10% applied to total of material and equipment. Total cost of material includes applicable sales tax.
4. There will be a fee of 10% applied to quote of a subcontractor. These fees shall be acceptable as full compensation for extra work including all Subcontractor overhead and profit.
5. Additional bond premiums will be allowed at net invoice charge. A cost breakdown of all wages, material and vendor invoices must be submitted with all extra work to contracts.

00 50 28. TRANSPORTATION/VEHICLES

This Section applies to all situations in which the Contractor or his representatives, including suppliers, subcontractors and employees, enter upon the Owner's property.

- A. **ALL VEHICLES MUST BE REGISTERED AT FSU CAMPUS POLICE. CONTRACTORS MUST OBTAIN A PARKING PERMIT FROM CAMPUS POLICE PRIOR TO THE START OF WORK.**
- B. Truck and equipment access:
  1. To avoid traffic conflict with vehicles of the Owner and to avoid overloading of streets and driveways elsewhere on or near the Owner's property, limit the access of trucks and equipment to the route specified by the Owner.
  2. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.
- C. Contractor's vehicles:
  1. Require Contractor's vehicles, vehicles belonging to employees of the Contractor and all other vehicles entering upon the Owner's property in performance of the Work of the Contract to use only the access route specified by the Owner.
  2. Do not permit such vehicles to park on any street or other area of the Owner's property except in the parking area specified by the Owner.
  3. Parking Permits will be provided to the Contractor at no additional cost.

00 50 29. STORAGE AND PROTECTION

Except as otherwise approved by the Owner, determine and comply with manufacturers' instructions on product handling, storage and protection. Deliver products to the jobsite in their manufacturer's original container, with the labels intact and legible. The Owner may reject as non-complying such material and products that do not bear identification satisfactory to the Owner as to the manufacturer, grade, quality and other pertinent information.

- A. Maintain packaged materials with seals unbroken and labels intact until time of use.

- B. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements at no additional cost to the Owner. In event of damage, promptly make replacements and repairs to the approval of the Owner and at no additional cost to the Owner. Additional time required to secure replacements and to make repairs will not be considered by the Owner to justify an extension of the Contract Time of Completion.
- C. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.

00 50 30. CONTRACT CLOSEOUT

Prior to requesting inspection by the Owner, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the inspection by the Owner. Execute final cleaning prior to final inspection.

- A. Submit final Application for Payment or Invoice identifying total adjusted Contract Sum, previous payments and balance due.
- B. Prepare and Deliver Closeout Documents. Closeout Documents include but are not limited to:
  - 1. Operation and maintenance data and manuals for equipment and other items when so directed by the Owner;
  - 2. Warranties and bonds; Spare parts;
  - 3. Evidence of compliance with requirements of governmental agencies having jurisdiction
  - 4. Certificates of Inspection and Certificates of Occupancy; Evidence of payment and release of liens;
  - 5. List of subcontractors including names, addresses, and telephone numbers where they can be reached for emergency service.

00 50 31. OPERATION AND MAINTENANCE DATA

Deliver to the Owner the data described in this Section and in the pertinent other Sections of these Specifications as to provide a positive source of information regarding products incorporated into the Work.

- A. Submit manufacturer's instruction/maintenance manuals for all appliances and equipment installed in the Project to the Owner. If manufacturer's instruction/maintenance manuals are not available, supply a list of equipment showing model number, purchase date, name and address of manufacturer and name and address of installer.
- B. Submit all required operating instructions, maintenance manuals and other equipment documentation to the Owner prior to Contract Closeout.

END OF SECTION 005000 – GENERAL REQUIREMENTS