

1. DIVISION 1 - GENERAL REQUIREMENTS

1.1. INSTRUCTION TO BIDDERS

1.1.1. PREPARATION OF PROPOSALS: All proposals shall include supplying all materials, equipment, and labor, and shall be submitted on the attached proposal form. The forms are to be filled out in ink or typewritten, with the bidder's authorized agent's signature in longhand. Each proposal shall be delivered in an opaque sealed envelope marked with the project name, Bid No., and bidders name.

1.1.2. BID FORM: No telephonic, telegraphic or digital facsimile (FAX) bid or telephonic, telegraphic or digital facsimile (FAX) modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be filed unopened.

1.1.3. BID GUARANTEE: Each proposal for which the base bid exceeds \$50,000.00 shall be accompanied by either a certified or cashier's check on an open, solvent bank or a bid bond with an authorized surety company in the amount of 5% of the base bid, payable to Michigan Technological University, as a guarantee of good faith. If the successful bidder fails to furnish satisfactory bonds and insurance as required by the General Conditions within 7 days after notice of award, such guarantee shall be forfeited to the Owner as liquidated damages and the Owner shall be entitled at its sole option to immediately cancel, revoke, withdraw, or rescind its award. The guarantees of the three lowest bidders will be retained until the bond and insurance of the Contractor have been approved by the University. The guarantees of all other bidders will be returned within 10 days after the bid opening.

1.1.4. REJECTION OR WITHDRAWAL: The Owner reserves the right to accept or reject any or all proposals, in whole or in part, and also herein reserves the right to waive any informalities or irregularities in any or all proposals and to make such award as it deems, in its sole discretion, to be in the best interest of the Owner. No bid may be withdrawn within 60 days after opening date without forfeiting bid security.

1.1.5. CONTRACT: Upon acceptance of any proposal by the Owner, a purchase order will be issued incorporating the accepted proposal and upon the Contractor furnishing satisfactory proof of compliance with all bond and insurance requirements will constitute the Contract. The Contract shall not be binding upon the Owner until the Contractor has furnished the Owner's Facilities Management Department satisfactory certification of compliance with the insurance and bond requirements under General Conditions and the Owner may withdraw or cancel its purchase order at any time prior to receipt of all such certifications.

1.1.6. TAXES: The Contractor shall include all applicable Michigan sales and use taxes currently imposed by Legislative enactment and as administered by the Michigan Department of Treasury, all applicable local or state permit, license or inspection fees, and all Federal taxes or fees applicable, and no additional payment over and above the bid amount shall be allowed for the same.

1.2. GENERAL CONDITIONS

1.2.1. DEFINITIONS

UNIVERSITY OR OWNER - The Michigan Technological University Assistant Director For Planning and Engineering, James B. Heikkinen

CONTRACTOR - The Bidder whose proposal is accepted by the University.

CONTRACT DOCUMENTS - This document, a purchase order, drawings, and specifications.

1.2.2. CONFLICT AND OMISSIONS: The intent of the Contract Documents is to provide everything necessary for the proper execution of the work. In case of conflict among or ambiguity in the Contract Documents the Contractor shall immediately notify the Facilities Management Manger of Planning, Engineering, and Construction and the work shall not proceed until a decision has been agreed upon by all parties concerned. Any adjustment or interpretation by the Contractor without such agreement shall be at his own risk and expense. No work stoppage by the Contractor will extend the time for completion.

1.2.3. ROYALTIES, PATENTS, NOTICES, AND FEES: The Contractor shall give all notices and pay all royalties and fees, shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, and shall comply with all laws, ordinances, and codes applicable to any portion of the work.

1.2.4. EXAMINATION OF PREMISES: The Contractor shall become familiar with local and on-site conditions affecting the job and the cost thereof, shall take independent measurements and make an examination and determination of all physical conditions affecting the work, and be responsible for the correctness of same even if they differ from those anticipated or indicated in the Contract. The Contractor shall be held to have made such examinations prior to bid submission and no allowances will be made in his behalf nor will any additional expenses be recoverable by reason of any error, omission, or misunderstanding on the part of the Contractor even if such actual conditions differ from those anticipated or indicated in the Contract. If any part of the Contractor's work depends for proper results upon existing work or the work of another contractor the Contractor shall examine such work and notify, before commencing work, the Facilities Management Manager of Planning, Engineering and Construction of all defects or conditions that will affect the results. Failure to so notify will constitute acceptance of the conditions and render the Contractor responsible and liable for the results of any such defects or conditions which would have been revealed by complete examination and testing.

1.2.5. MOVING MATERIALS: If at any time it becomes necessary for the operation of the University to move materials temporarily located which are to enter into the final construction the Contractor furnishing the material shall, when so directed and without expense to the Owner, move them to another location.

1.2.6. MATERIALS AND WORKMANSHIP: All materials and workmanship shall be first-class in every respect and, unless otherwise specified, all materials and equipment shall be new and of the latest design. Should any disputes arise as to the quality and fitness of workmanship, equipment, materials or items, the decisions shall rest strictly with the University, and shall be based upon the requirements of the Contract Documents. The Contractor shall, if requested by the University, furnish evidence as to kind and quality of materials, at no additional cost to the University.

1.2.7. EMPLOYEES AND SUPERINTENDENCE: The Contractor shall enforce good order among his employees and shall not employ on the work any negligent, disorderly, intemperate or unfit person, or anyone not skilled in the work assigned. All work shall be performed in a skillful and workmanlike manner. The Contractor, or an authorized representative, shall be at the site at all

times, and shall have the plans and specifications available.

1.2.8. EXTRA WORK AND CHANGES IN WORK: The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Owner shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the Owner and no claim for an addition to the Contract sum shall be valid unless as ordered.

When so directed, the Contractor shall promptly submit his itemized estimate and proposal for such extra work or changes, as well as separate unit prices on work for both additions to and deductions from the Contract.

Adjustments in the Contract sum for any such extra work or change shall be determined by one or more of the following methods:

Method Number 1: By an acceptable estimate and lump sum proposal from the Contractor.

Method Number 2: By unit prices stated in the Contract or subsequently agreed upon.

Method Number 3: By actual cost of all labor and materials and a percentage or fixed fee for all other charges, such as overhead, profit, insurance, taxes and bonds. On any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.

If none of the foregoing methods is agreed upon, the Contractor, upon receipt of an order as hereinbefore stated, shall proceed with the work. In such case and also under Method Number 3, the Contractor shall keep and present in such form as the Owner may direct, a correct account of the cost, together with vouchers. In any case, the Owner shall certify to the amount including the specified allowance for overhead and profit, due the Contractor.

The allowable fee for added work by Contractor's own forces shall not exceed 15% of additional cost and his fee on work performed by Subcontractors shall not exceed 7 1/2% of additional cost. Quotations by Subcontractors at all times shall be subject to these same limitations.

1.2.9. OTHER CONTRACTS: The Owner may let other contracts in connection with the work and the Contractor shall properly connect and coordinate all work with the work of such other contractors. The Owner shall not be liable for any damages or increased cost occasioned by the failure of other contractors to execute their work as may be anticipated by these Contract Documents. No contractor shall commit any act which will interfere with the performance of the work by any other contractor.

1.2.10. INSURANCE: No work connected with this Contract shall be started until the Contractor has submitted evidence, satisfactory to the Owner, depicting insurance coverage in accordance with the following:

1. Worker's Disability Insurance

The Contractor shall procure and shall maintain, during the life of this contract, Worker's Disability Insurance including standard coverage B for all employees engaged in work on the project under this Contract. In case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Disability Insurance for all of the latter's employees engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Disability Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Disability Statute, the Contractor shall provide and shall cause each Subcontractor to provide Employer's General Liability Insurance for the protection of all such employees not otherwise protected.

2. General Liability Insurance

The Contractor shall carry, from the beginning of this Contract until completion of the same, general liability in the amount of \$1,000,000 for each occurrence and \$2,000,000 aggregate.

3. Property Insurance

The Contractor shall carry, from the beginning of this Contract until completion of the same, \$100,000 for each property accident other than the property covered by this Contract.

4. Builders' Risk Insurance

The Contractor will assume all risk of loss for the first \$10,000 on any single occurrence of damage to property of Owner or any third party, including the subject of this contract. This may be effected by purchase of insurance or by self-insurance. The Owner will assume all risk of loss for property damage in excess of \$10,000 for any single occurrence.

Partial payments shall not relieve the Contractor from full responsibility for any claim which may result from any cause, including fire or any other casualty, until completion of the Contract and final payment. Any casualties shall not relieve the Contractor from performing the Contract.

Contractor will indemnify and hold harmless the University from and against all claims, judgements, liability and expense of any nature due to bodily injury, personal injury or damage to property arising out of, on account of or in connection with contractors (or any employee, subcontractor or agent of contractor) performance of the work or activity pursuant to the contract.

1.2.11. BONDS: The successful Contractor of a project for which the base bid exceeds \$50,000.00 shall furnish in form and with sureties acceptable to the Owner, a performance bond and a labor and material bond, each in the amount of 100% of the Contract sum, as security for the faithful performance of all Work under the Contract, and payment of all charges in connection therewith. The cost of the aforesaid bonds shall be paid by the Contractor and included in the Contract Sum. No work connected with the Project shall be started until the Contractor has placed bonds, in proper form, on file with the University.

1.2.12. NONCOMPLIANCE WITH CONTRACT-TERMINATION: The Owner, at its option, may order suspension of the Work in

whole or in part for such time as it deems necessary because of the failure of the Contractor to comply with the contractual requirements. The contract completion date shall not be extended on account of any such suspension order by the Owner. In the event the Owner orders an suspension of the work, the Contractor shall not be entitled to any costs or damages resulting from such suspension; the Owner shall not in any manner be liable or responsible for such costs or damages. The rights of the Owner provided in this clause are in addition to any other rights or remedies provided under this Contract or by law.

In addition to all other rights and remedies contained herein, or at law or equity, the Owner may terminate this Contract when any default is not stopped immediately and corrected within a reasonable length of time after notification by the Owner. In the event of such termination the Owner may complete the contracted work and the Contractor and his surety will be liable for any excess cost occasioned by the Owner. In such case the Owner may take possession of and utilize in completing the work such necessary materials and equipment as may be on the Site.

1.2.13. **GUARANTEE:** The Contractor shall provide a written guarantee warranting all work under this Contract against faulty workmanship and defective materials, and to make good, at his own expense and promptly upon request by the Owner, all defective work and all damage to other work caused by such defective work, for 1 year from the date of signing of the Owner's Notice of Completion of Contract Work form. The provisions of this express warranty shall not affect or impair any of the Owner's rights under any other applicable, implied, or expressed warranties.

1.2.14. **PAYMENT:** Payment for the work will be made in one sum at the completion of the contract except that partial payments aggregating 90% of the value of the completed work may be made at monthly intervals. If the contractor expects to request partial payments he shall submit a schedule of costs and quantities of the various parts of the work aggregating the total contract sum. When applying for partial or full payments, the Contractor shall submit a statement based upon this schedule, itemized and supported as the Director of Facilities Management may require and a sworn statement (see statement form 197 attached) setting forth the amounts due each subcontractor, supplier, and laborer.

The Contract will not be considered complete until the work has been finally accepted by the Director of Facilities Management and the following have been furnished: (1) the required guarantee, and (2) a sworn statement that all payrolls, material bills, and other indebtedness connected with the work have been paid, including such lien waivers as the Owner may request.

No presence, inspection, supervision, testing, or monitoring by the Owner or by any agent or representative thereof shall relieve the Contractor of responsibility for compliance with the terms of and performance pursuant to this Contract and the Contract Documents; nor shall any such conduct of the Owner or its agents or representatives constitute or be interpreted as constituting a waiver of any rights whatsoever or serve to stop them from requiring full performance by the Contractor.

1.2.15. **NON-DISCRIMINATION CLAUSE:** In connection with the performance of work under this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, height, weight, or marital status. The Contractor will take affirmative action

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, or marital status. Such action shall include, but not be limited to, the following: employment upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. 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 race, religion, color, national origin, age, sex, height, weight, or marital status.

3. The Contractor or his collective bargaining representative 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 said labor union or worker's representative of the Contractor's commitments under this section.

4. The Contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Article 6, 1976 PA 453, as amended, which may be in effect prior to the taking of bids for any individual State project.

5. The Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each Subcontractor as the Contractor himself, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this Contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Article 6, 1976 PA 453, as amended.

6. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which the Board may order the cancellation of the Contract found to have been violated, and/or declare the contractor ineligible for future contracts with the State and its political and civil subdivisions, departments, officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

7. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs "1" thru "6" in

every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

1.2.16. PERMITS, FEES, AND NOTICES: The Contractor shall secure and pay for all permits, fees, and licenses required by State or Local governments necessary for the proper execution and completion of the work. The Contractor shall specifically secure Houghton County permits for Electrical, Mechanical and Plumbing work and schedule work inspections as required for approval. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work. The University retains full jurisdiction of construction on campus and will make final determination of all variances.

1.2.17. USE OF SERVICES: The Contractor may use the Owner's water and power by contracting the Facilities Management Manger of Planning, Engineering, and Construction for arrangements.

1.2.18. SCHEDULING: The Contractor shall meet with the Facilities Management Manager of Planning, Engineering, and Construction as follows: (1) prior to the start of work; (2) to schedule any interruption of University services; and (3) monthly, or as directed, to review the progress of work.

At the time work is commenced on the project, the Contractor shall prepare a progress schedule showing the dates for the commencement and completion of the various stages of construction. This schedule shall be coordinated with the Owner's required use of the facilities and other contractors construction schedules, and shall be arrived at in consultation with the Facilities Management Manager of Planning, Engineering, and Construction and approved by all affected parties.

The Contractor shall furnish sufficient forces and construction plant and equipment to insure protection and progress of the work in accordance with the schedule.

Any changes in the work schedule are to be approved in advance by the Facilities Management Manager of Planning, Engineering, and Construction.

1.2.19. TEMPORARY CONSTRUCTION FACILITIES: All temporary construction facilities shall be neatly constructed and arranged on the Site in an orderly manner.

Suitable weather tight storage sheds, with raised floors, of capacity required to contain all materials which might be damaged by storage in the open shall be provided.

Construction equipment and other facilities such as ladders, ramps, etc., shall be strong, substantial, safe, and suitable for the purpose intended and shall comply with all University, Federal, State, and local requirements so as to maintain adequate and safe temporary access to all existing facilities. Temporary walkways, bridges, etc., shall be built with proper handrails, curbs, etc.

The Contractor will assume all risk of loss for any damage or destruction to the Contractor's temporary office, equipment, shanties, protective fence, scaffolding, staging, and all other miscellaneous materials and items owned or rented by the Contractor or any subcontractor used in the performance of this

contract.

A temporary dust-proof enclosure of the work area, including existing machines and equipment, must be erected and maintained throughout the length of the project where required in the various Divisions herein.

1.2.20. CLEANLINESS OF THE WORK: The work and any public or private property occupied by the Contractor shall be kept in a neat and orderly condition at all times. Waste materials, rubbish, and debris shall be removed daily.

At the completion of the work all the Contractor's temporary buildings, equipment, tools, surplus or waste materials, and rubbish of every nature shall be removed from all occupied public and private premises and such premises shall be restored, as nearly as practicable, to the original condition. Such restoration shall be subject to the approval of the Facilities Management Manager of Planning, Engineering, and Construction.

Debris removed from the site must be disposed of in a licensed landfill as required by the Solid Waste Management Act, 1978 PA 614, as amended, being MCLA 299.402; MSA 13.29(1) and the administrative rules applying to the Act contained in the Michigan Administrative Code R 299.4101. The Contractor shall provide the Facilities Management Manager of Planning, Engineering, and Construction with written, dated verification that all debris removed has been disposed of in a licensed landfill. Any cost incurred by the Owner as a result of the failure of the Contractor to comply with this paragraph will be a charge against the Contractor.

All exposed surfaces of the work shall be left clean and free from all mud, grease, stains, or other extraneous materials.

The streets and service roads occupied or used by the Contractor shall be continuously kept clean of waste materials and refuse resulting from the work operations. Should the Contractor be negligent in the duties of maintaining proper cleanliness, the Owner will take steps to cause the required cleaning to be done and will deduct the cost thereof from any monies due the Contractor.

The elevators, if used, shall not be overloaded and suitable protection for the walls, floor, and ceiling shall be provided during use. Any damage to the elevators must be repaired to the Facilities Management Manager of Planning, Engineering, and Construction satisfaction.

1.2.21. FIRE PROTECTION DURING CONSTRUCTION: The Contractor shall have on the Site at all times fire protection equipment as required by applicable codes and ordinances and requirements of the Owner's insurance carriers. Prior to start of work, the Contractor shall be knowledgeable and proficient in Hot Work safety and in the Owner's Hot Work policies, procedures and requirements. The Contractor shall faithfully follow the Owner's Hot Work Policy, which regulates any temporary operation involving open flames or producing heat and/or sparks. The Contractor shall designate a Fire Safety Supervisor and Fire Watch for each Hot Work operation. The Fire Safety Supervisor shall not permit a hot work operation to proceed unless and until the provisions and required precautions checklist of the Owner's Hot Work permit are adequately addressed. The Fire Watch shall monitor the Hot Work area during and after the hot work operation to take measures to prevent fires and to respond to fires if they start.

During all construction operations in occupied building space, the Contractor shall construct and maintain a one-hour fire resistance separation between the part of the building under construction and

the occupied part of the building, per the Life Safety Code NFPA 101, Section 1-3.11, 1997 Edition.

1.2.22. **PARKING AND USE OF ROADS:** Immediately after the award of the Contract, the Contractor shall consult with the Facilities Management Manager of Planning, Engineering, and Construction to determine authorized parking and access to the Site, routing of all construction vehicles, and re-routing of other traffic during construction, and shall organize the work in relation thereto.

At the beginning of the field work, the Contractor shall post signs limiting construction parking, if available, to the construction area. Parking for worker's cars is not guaranteed and is the Contractor's responsibility.

During construction, when use of roads or sidewalks is restricted by construction work, the Contractor shall erect temporary barricades, post notices and warning lights, and when required during working hours, direct traffic to prevent congestion. The Contractor shall maintain such as long as temporary work requires and then remove from the public areas.

1.2.23. **SAFETY PRECAUTIONS:** During the progress of the work, the Contractor shall maintain adequate facilities for the protection and safety of all persons and property. All local, state, and federal laws, ordinances, rules, and regulations pertaining to the kind, use, and loading of all apparatus and equipment shall be complied with. Work shall be done to conformance with "General Safety Rules and Regulations for the Construction Industry" published by the Department of Labor, Construction Safety Standards Commission, Lansing, Michigan 48926.

The contractor will immediately report all accidents involving persons and property to the University Public Safety Dept. A copy of the accident report must be filed with the Public Safety Dept.

The contractor shall conduct safety meetings during the progress of work. A copy of the minutes of these meetings must be submitted to the University.

1.2.24. **SUBSTITUTIONS:**

1. The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

2. No substitution directly related to an "or equal" clause or similar language in the contract documents will be considered unless written request for approval has been submitted by the Bidder and has been received by the University at least ten days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance, and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute would require shall be included. A burden of proof of the merit of the proposed substitute is upon the proposer. The University's decision of approval or disapproval of a proposed substitution shall be final.

3. If the University approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

After receipt of bids, the University will consider a request for substitution only for the following reasons:

1. Products listed are no longer available.

2. Where the specified product or method cannot be provided within the Contract Time. However, the request will not be considered if the product or method cannot be provided as a result of the Contractor's failure to pursue the work promptly or to coordinate the various activities properly.

3. Where the specified product or method cannot receive necessary approval by a governing authority and the requested substitution can be approved.

4. Where a substantial advantage is offered to the University, in terms of cost, time, energy conservation, or other consideration of merit, after deducting offsetting responsibilities the University may be required to bear. These additional responsibilities may include such considerations as additional compensation to the Architect for redesign and evaluation services, the increased cost of other work by the University or separate contractors, and similar considerations.

5. When the specified product or method cannot be provided in a manner which is compatible with other materials of the work, and where the contractor certifies that the substitution will overcome the incompatibility

6. When the specified product or method cannot be properly coordinated with other materials in the work, and where the Contractor certifies that the proposed substitution can be properly coordinated.

7. When the specified product or method cannot receive a warranty as required by the Contract Documents and where the Contractor certifies that the proposed substitution receive the required warranty.

1.2.25. **SUBCONTRACTS:** The Contractor shall, as soon as practicable after the execution of the contract, notify the Owner in writing of the names of proposed subcontractors for the work. If the Contractor submits a list of proposed subcontractors prior to the execution of the contract, the Owner must be notified in writing of any change of subcontractor after the contract is executed. The Contractor will not employ any subcontractor that the Owner may, within a reasonable time, object to as incompetent or unfit.

The Contractor agrees to be fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the Owner.

Should material or workmanship, or parties furnishing same prove objectionable under the provisions of the contract, or should violations of the contract exist at the building or elsewhere, and continue after the contractor has received from the Owner a reasonable warning, then, upon request of the Owner, such objectionable parties shall be dismissed, removed, and excluded from the building or work. Such work shall be remedied and continued by others satisfactory to the Owner.

1.2.26. **RELATIONS OF CONTRACTOR AND SUBCONTRACTOR:** The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Contract Documents as applicable to his work, unless specifically noted to the contrary in a subcontract approved in

writing by the Owner.

contract documents.

1.2.27. UNIVERSITY RULES AND REGULATIONS: The Contractor shall comply with all laws, ordinances, rules, regulations, and orders of the Owner, and be responsible for and shall direct his employees to conduct themselves so as not to interfere with or disrupt the University educational activities.

The Contractor, Subcontractors, and their employees and suppliers shall not use or interfere with the Owner's existing accesses, drives, walks, and roads except as specifically indicated or by prior arrangement with the Owner.

The Contractor shall confine his activities, equipment, and personnel to the area within the construction limits, except for minor operations as noted and by prior arrangement with the permission of the Owner. Existing areas disturbed outside the scope of the work shall be restored to their original state.

1.2.28. PREVAILING WAGE: Rates of wages and fringe benefits to be paid to each class of mechanics employed by the contractor and all subcontractors, shall be not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed. Every Contractor and Subcontractor shall keep an accurate record showing the name and occupation of, and the actual wages and benefits paid to each construction mechanic employed by him in connection with said contract. This record shall be available for reasonable inspection by the Michigan Department of Labor and the University. Contractor responsibilities under the law: Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract. Every contractor and subcontractor shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic employed by him in connection with said contract. This record shall be available for reasonable inspection by the contracting agent or the department. Each contractor or subcontractor is separately liable for the payment of the prevailing rate to its employees. The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work. The prime contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor. A construction mechanic shall only be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and training and the rate is included in the contract. Enforcement: A person who has information of an alleged prevailing wage violation on a state project may file a complaint with the Wage and Hour Division. The department will investigate and attempt to resolve the complaint informally. Executive Order Number 2003-001 requires that contractors doing business with the State of Michigan be in compliance with state and federal law. A violation of Act 166 of 1965, as amended, the Prevailing Wages on State Projects act or Act 390 of 1978, as amended, the Payment of Wages and Fringe Benefits Act, may result in the debarment of a contractor from being awarded a contract for the provision of goods and services to the State of Michigan for a period of up to eight (8) years.

1.2.29. COMPLIANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS: Notwithstanding any other specific provision herein, contractor (and any subcontractor) shall, at its sole expense, comply with all applicable federal, state, local and other laws, ordinances, rules and regulations in any manner applicable to the performance of the work or contractors' activities in furtherance of or in connection with the work. Contractor will indemnify and hold harmless the University from and against any and all costs, claims, expenses or orders (including any penalties or fines assessed to University) incurred as a result of contractor's failure to comply or contractor's failure to perform any obligation imposed by the

