REQUEST FOR PROPOSAL
SALT STORAGE BUILDING

100 Facilities Building
1400 Townsend Drive
Houghton, Michigan 49931

August 11, 2017
INVITATION TO BID

Project Number: 00-17-01
Project Name: Salt Storage Building – Design and Construction
Project Location: Houghton, Michigan
Pre-Bid Meeting: Prospective bidders are encouraged to coordinate a meeting with the Project Engineer to inspect the proposed project location.
Project Description: Michigan Technological University (University) is seeking proposals for the design and construction of a salt storage building with a storage capacity of 1,200 tons of sand and salt. The building shall be designed and constructed in accordance with all applicable State, Local, and National codes and regulatory statutes.
Project Engineer: Daniel Liebau
Site Engineer (906) 487-2303
dpliebau@mtu.edu
Proposal Due Date: Until 2:00 PM local time on August 22, 2017, the University will receive sealed proposals for the work at the following location:

Ms. Lori Weir
Facilities Management
100 Facilities Building - Waterfront
1400 Townsend Drive
Michigan Technological University
Houghton, MI 49931
Proposal Guarantee: All bidders submitting bids in excess of $50,000 must provide a certified check or bank draft payable to Michigan Technological University, or a satisfactory Bid Bond executed by the Bidder and surety company, in an amount equal to but not less than five percent (5%) of the maximum proposal amount.
Contract Security: The successful bidders will be required to furnish a satisfactory performance bond and labor and material payment bond in amounts each of one-hundred percent (100%) of the accepted bid.
Michigan Technological University reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received.
This Project is a Prevailing Wage Project under the State of Michigan requirements.
Michigan Technological University is an equal opportunity educational institution/equal opportunity employer, which includes providing equal opportunity for protected veterans and individuals with disabilities.
INSTRUCTIONS FOR PROPOSAL SUBMITTAL

Bidders should carefully read all instructions, requirements, and desired building requirements. Proposals should include all requested information, supplementary information, and examples. Proposals must be submitted by the time and date listed above. Any proposals received after 2:00 PM EST on August 22, 2017 will not be considered.

1. **Proposal Submittal** - Contractors shall submit one complete copy of their proposal in a sealed envelope identifying the project name and number on the outside of the envelope prior to the deadline to the following location:

   00-17-01, Salt Storage Building – Design and Construction

   Ms. Lori Weir
   Facilities Management
   100 Facilities Building - Waterfront
   1400 Townsend Drive
   Michigan Technological University
   Houghton, MI  49931

   Contractors submitting bids via the postal service or overnight delivery services are encourage to call and verify receipt of their proposals prior to the submittal deadline.

2. **Letter of Understanding** – The Contractor shall provide a cover letter identifying their company and/or partnership. The cover letter shall also provide a succinct written summary of their understanding of the scope of work and understanding of the terms and conditions of the contract.

3. **Detailed Discussion** – The Contractor shall provide a written proposal that provides detailed descriptions of each proposed phase of work. These descriptions should include a breakdown of each phase of work and a detailed understanding of the steps necessary to complete the given phase of work. The Contractor shall outline planned deliverables and anticipated contents. The discussion should also outline the Contractor’s proposed schedule for executing each phase of the work.

4. **Cost Proposal** – The Contractor shall include as a separate attachment to their proposal, the completed Bid Proposal Form included in Attachment A. In addition, to the lump sum proposal, the Contractor shall include a separate itemized breakdown of their proposed costs for each phase of work as outlined in the Detailed Discussion portion of their proposal.

5. **Past Performance** – The Contractor shall provide no less than three comparable design-build construction projects completed by their company. The project summaries should include contact information for references. Project summaries, references, qualifications, company literature, and similar information should be well organized and included as a separate attachment to the Contractor’s proposal.

All bidders are solely responsible for meeting the submittal requirements outlined herein. The Contractor submitting the bid bears sole responsibility for the completeness and accuracy of their proposal. Omissions, exceptions, and information included in the submitted proposal will be considered final and evaluated as such.
PROPOSAL EVALUATION CRITERIA

All proposals received by the University will be evaluated based on conformance with the instructions outlined herein. Those proposals not meeting the submittal requirements will be excluded from further evaluation. All remaining submittals will be evaluated for overall detail, desirability, and thoroughness.

1. **Contractor Qualifications** - The Contractor’s proven ability to execute the proposed scope of work while providing the best value to the University will be a factor in the bid evaluations. The Contractor’s demonstrated ability to design and build similar structures will be taken into consideration and weighed against the qualifications of other bidders.

2. **Past Performance** - The previous project experience and references provided by the Contractor will be a factor in the bid evaluations. Positive referrals and successful projects of similar size and scope will be considered as evaluation criteria.

3. **Project Schedule** – The Contractor’s ability to meet the schedule outlined in the Request for Proposal will be a factor in bid evaluations.

4. **Overall Cost** – Although the Contractor’s overall cost is a primary consideration of the evaluation, best value to the University is at the forefront. As such, all proposals will be evaluated and scored independently to determine which bidder provides the design and construction services and desirable facility features that best serve the University’s needs. The lowest overall cost will not necessarily be the successful bidder.

SCOPE OF WORK

The University is seeking proposals for the design and construction of a salt storage building with a storage capacity of 1,200 tons of sand and salt. The building shall be designed and constructed in accordance with all applicable State, Local, and National codes and regulatory statutes. The finished facility shall ensure environmental compliance with salt storage in the State of Michigan.

The proposed structure shall provide adequate height for the operation of heavy equipment and interior offloading of materials. The Contractor shall ensure that the structural components of the building are sufficiently reinforced to withstand forces related to shifting loads inside the building and pressure caused by heavy equipment pushing loads against the walls. Interior surfaces shall be coated or treated with a sealant that protects the porous surfaces from salt penetration. The interior and exterior of the structure will be surfaced with hot mix asphalt to establish an impervious pad that prevents salt contaminants from seeping to groundwater.

The Contractor shall be responsible for all site work related to construction of the building, including grading, excavation, backfilling, compaction, and paving. Contractor is responsible for compacted fill and/or excavation as required for construction of building. The Contractor shall backfill and compact footing and foundation excavation.

Refer to the Drawings included in Attachment B for a depiction of the proposed location of the Salt Storage Building as well as design and construction preferences to be incorporated into the work.
CONTRACT REQUIREMENTS

The work described herein shall be completed under a single prime contract with the University based on a Stipulated Price. An example contract is included in Attachment C. Standard Contractor Terms and Conditions are included in Attachment D. Minimum Contractor Safety Requirements are included in Attachment E.

The proposed scope of work be completed under this Contract includes, but is not limited to, the following activities:

1. Prepare and submit a complete set of construction plans for University review. Plans shall include details related to proposed subcontractors, material sources, and construction-related controls.

2. Coordinate with the University, federal, state, local agencies, and utilities to begin Work. Coordinate construction schedule and operations with the University.

3. Plan, schedule and implement all required Project Meetings.

4. Maintain an orderly work area, including but not limited to employee parking, laydown areas, and equipment/material storage that does not interfere with the day to day operations of the University, including athletic events.

5. Provide all barricades, fencing, and similar controls necessary to demarcate the Work area including storage and laydown areas, active construction areas, and designated employee parking areas to prevent access by pedestrian and vehicular traffic.

6. Perform dust control as necessary, including sweeping of public roadways and thoroughfares used during the construction activities.

7. Perform all clearing and grubbing necessary to complete the required Work. Install, maintain and improve, as required, all soil erosion and sedimentation controls to prevent transport and migration of soil(s) from the Work area.

8. Restore the Site to its pre-construction condition by regrading, as needed, all areas disturbed by the Work. Restoration, including seeding and mulching of all disturbed areas outside the limits of Work. This includes replacement or repair of any damaged items including but not limited to sidewalks and turf.

9. Perform demobilization and project closeout activities including complete removal of all temporary facilities, temporary utilities, signs, and all other materials and equipment provided by the Contractor to complete the Work. Deliver all required Project Record Documentation as described herein.

PROJECT SCHEDULE

The Contractor shall design and construct the proposed salt storage building within the following timeframes:

1. Construction Documents – 21 Calendar Days

2. Mobilization and Construction – 60 Calendar Days
The Work performed under this Contract shall be substantially complete by November 30, 2017. If necessary, any remaining items to be completed and/or corrected shall be documented on a project punch-list and completed within 10 days.

PAYMENT PROCEDURES

Based upon Applications for Payment submitted to Michigan Tech by the Contractor and Certificates for Payment issued by Michigan Tech, Michigan Tech shall make payments on the Total Contract Amount to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one month ending on the 14th of each month.

Each Application for Payment and Conditional Waiver and Release on Progress Payment shall be based upon schedule of values consistent with format of AIA Documents G702, G703. The schedule of values (G703) shall allocate the entire Total Contract Amount among the various portions of the Work and supported by such data to substantiate its accuracy as Michigan Tech may require. This schedule of values, unless objected to by the University, shall be used as a basis for reviewing the Contractor’s Application for Payment.

Applications for Payment shall indicate the percentage of completion of each portion of Work as of the end of the period covered by the Application for Payment.

MINIMAL BUILDING REQUIREMENTS

The following subsections summarize specific elements of construction that the Contractor shall include in their design and final construction.

01 50 00 - Temporary Facilities

Installation and removal of and use charges for temporary facilities shall be included in the Total Contract Amount. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the University, testing agencies, and authorities having jurisdiction.

If storage facilities are temporary facilities, the following must be provided and the facilities must adhere to the remainder of this specification, as necessary so stored materials remain free from damage. Coordinate with the University regarding location temporary facilities, construction trailers, utility hookups, staging areas, and parking areas for construction personnel.

Water Supply

The Contractor as part of the Work, shall provide at the points of use all water necessary for the Contractor’s operations, including but not limited to dust control and fire protection. The Contractor shall make all arrangements necessary to obtain water. Any water brought on-site to complete Work must have the prior approval of the University.

Electrical Energy

The Contractor as part of the Work, shall provide suitable electrical power necessary to perform the Work. The use of each source must be approved by the University in advance.
Electrical generators are acceptable for use as an electrical power source. The Contractor shall make all necessary applications, arrangements, and inspections and pay all fees and charges for electrical energy for power and light necessary for the proper completion of the Work during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.

**Sanitary Facilities**

The Contractor shall provide adequate sanitary conveniences for the use of those performing Work on-site. Such conveniences shall be made available when the first employees arrive on-site and shall be properly secluded from public observation to the extent practical.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. The Contractor shall rigorously prohibit the committing of nuisances on the Site of the Work, on the lands of the University, or on adjacent property.

**Project Signage**

The Contractor must post appropriate construction signs to advise the occupants and visitors of campus buildings of the limits of construction work areas, hardhat areas, excavations, construction parking and staging areas, etc.

The Contractor shall maintain at the work site an Equal Employment opportunity poster, MIOSHA-required posters, and other information approved by the University. The required information shall be posted at the work site in a conspicuous place easily accessible to all employees as approved by the University. Legible copies of the aforementioned information shall be displayed until Work is completed.

**Protection and Maintenance of Traffic**

During construction, the Contractor shall maintain and protect traffic on all affected roads during the construction period. The traveling public shall be protected from damage to person and property. The Contractor’s traffic on roads selected for hauling material to and from the Site shall interfere as little as possible with public and private traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limits on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

**07 00 00 - Roofing and Siding Panels**

The Contractor shall furnish all labor, materials, fasteners, and equipment, to allow for the installation of high quality siding and roofing that provides sufficient protection to the interior of the structure. Durability, material warranties, and similar long-term maintenance benefits will be considered during the evaluation of the Contractor’s proposal. The University does not have a preference on the proposed materials, such as asphalt shingles versus metal roofing, but the proposed materials must be weather resistant and resilient in expected weather conditions in Houghton County, Michigan.
08 00 00 – Openings

The Contractor shall furnish all labor, materials, equipment, and related items to install a door system that can be closed and secured. The door does not need to be mechanized, but should be large enough to accommodate material delivery trucks, front-end loaders, and similar equipment. Bollard posts shall be installed on the interior and exterior of the entrance to prevent structural damage related to impacts from vehicles and equipment.

26 00 00 - Electrical

The Contractor shall furnish all labor, materials, equipment, and related items required to power and lighting to the newly constructed facility. Power may be obtained from the above ground power lines located on the north side of Cemetery Road. Power shall be routed underground to a weatherproof panel located on the building. Adequate lighting shall be provided on the interior of the building. The Contractor shall also provide two weather-proof electrical outlets on the exterior of the building, preferably on opposite sides of the building opening.

General

- Provide copper conductors for all applications rated less than 600 volts. Provide factory-fabricated conductors of sizes, ratings, materials and types indicated for each service. Where not indicated, provide proper selection to comply with project’s installation requirements and NEC standards.
- The Contractor shall provide heavy duty electrical switches and receptacles designed for use within a corrosive environment. Comply with NEC, NEMA, ANSI and other applicable codes.
- The Contractor shall ensure that lighting and electrical receptacles are on separate circuits.
- Junction and pull boxes shall be of code-gage steel with screw on covers.
- Provide galvanized cast-metal conduit bodies.
- Provide corrosion-resistant punched-steel box knockout closures, conduit locknuts and malleable steel conduit bushings and offset connectors.
- The Contractor shall provide high bay LED lighting spaced as required for proper lighting levels. Interior lighting shall be motion activated.
- Exterior lighting shall include a minimum of one LED lighting fixture at the entrance of the building. Exterior lighting shall include an integrated dusk to dawn photo cell.
- The Contractor shall provide separate switches for interior and exterior lights.

31 23 16 - Excavation

The Contractor shall furnish all labor, materials, equipment, and related items required to excavate materials to allow for the installation of building footers, underground utilities, and establishment of paving grades. The Contractor shall not initiate any excavation activities prior to submittal approval(s) by the University. Excavation activities shall be conducted in accordance with OSHA 29 CFR, Part 1926.
General

- Geotechnical data is not available for the proposed building location. It is recommended that the Contractor collect geotechnical data to determine the structural stability of the soils in building footprint.
- The Contractor shall establish grades by excavating and grading soil to create a stable construction site and positive drainage for the facility.
- The Contractor shall salvage and stockpile usable fill materials and dispose of surplus or unsuitable materials.
- Excavations shall be adequately covered or adequately barricaded to prevent unauthorized entry at all times.
- The Contractor shall divert meteorological waters from entering or otherwise infiltrating open excavations.
- All water pumped or drained from the excavation shall be managed in accordance with applicable regulatory requirements.

31 23 33 - Backfill and Grading

The Contractor shall furnish all labor, materials, equipment, and related items required to backfill and grade the site to allow for building construction and establishment of paving grades.

General

- Imported fill for use in the excavation shall be ordinary fill, or other suitable material.
  - Acceptable soils shall be environmentally clean, free of debris, snow, ice, or water, and not frozen to the extent practical.
  - Acceptable soils shall be obtained or produced from approved sources and shall consist of mineral soil having durable, natural material or granular aggregate. Included as acceptable fill are such soils as silty sands, glacial till, and sand.
  - Acceptable soil shall be substantially free of organic materials, loam, wood, trash, or other objectionable materials that may be decomposable, compressible, or that cannot be properly compacted.
  - Acceptable soil shall be suitable aggregate base or subgrade unless otherwise approved by the University.
- The Contractor shall provide a ticket for each load of imported backfill delivered to the project site.

03 30 00 - Cast-In-Place Concrete

General

- Provide cast-in-place concrete as necessitated by the execution of the work. Concrete work shall conform to all requirements of ACI 301-89, specifications for Structural Concrete for Buildings, except as modified by Supplemental Requirements specified herein or on the project drawings.
Strength requirements shall be based on 28 day compressive strength except for high early strength concrete which shall be based on a 21 day compressive strength.

Concrete shall have a minimum compressive strength of $f'_c = 4,000$ psi strength, a water/cement ratio not exceeding 0.40, be air entrained 5 percent plus or minus one percent, use a high-range water reducer, and contain no chlorides.

- Formwork shall comply with the requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, allowing for easy removal without damage to the concrete.

- **Protection Against Freezing** - Cure and protect concrete against damage from freezing for a minimum of 3 days, unless otherwise specified. All materials and equipment required for protection shall be available at the project site prior to placement of concrete.

- **Cold weather** - A period when for more than three successive days the average daily outdoor temperature drops below 40 degrees F. The average daily temperature is the average of the highest and lowest temperature during the period from midnight to midnight. When temperatures above 50 degrees F occur during more than half of any 24 hour duration, the period shall no longer be regarded as cold weather.

- During periods not defined as cold weather, but when freezing temperatures may occur, protect concrete surfaces against freezing for the first 24 hour after placement. The protection period may be reduced to 2 days if use of one or more of the following to alter the concrete mixture is accepted:

### 32 12 16 - Asphalt Paving

#### General

The Contractor shall provide hot-mix asphalt paving according to materials, workmanship, and other applicable requirements of standard specifications of the state or local Department of Transportation.

- Manufacturer shall be a paving-mix manufacturer registered with and approved by authorities having jurisdiction or MDOT.

- Material shall comply with AI MS-22, “Construction of Hot Mix Asphalt Pavements,” unless more stringent requirements are indicated.

- Hot-Mix Asphalt shall be dense, hot-laid, hot-mix asphalt plant mixes approved by local authorities having jurisdiction or MDOT; designed according to procedures in AI MS-2, “Mix Design Methods for Asphalt, Concrete and Other Hot-Mix Types,” and complying with the following requirements:
  - Provide mixes with a history of satisfactory performance in geographical area where project is located.
  - Provide mixes complying with composition, grading, and tolerance requirements in ASTM D 3515.
- Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  - Place hot-mix asphalt base course in one lift a minimum of 2 inches thick.
  - Place hot-mix asphalt surface course in single lift 2 inches thick.

32 29 30 - Soil and Erosion Control

General

Prior to initiating earth-moving activities that disturb more than 1 acre, the Contractor shall obtain a permit from the appropriate issuing agency, and establish all required Soil Erosion and Sedimentation Control (SESC) controls.

- All work under the Contract must meet the storm water management requirements of the Project and comply with the applicable SESC rules and regulations (Soil Erosion and Sedimentation Control – 1994 PA 451, Part 91, as amended, MCL 324.9101 et seq.). SESC measures will be monitored and enforced by the permit issuing agency through the review of the Contractor’s implementation plans and Site inspections. The permit issuing agency or the University will notify the Contractor in writing of any violations of the SESC statutes and/or the corrective action(s) undertaken by the University and may issue stop work orders.
  - Fines and related costs resulting from failure to provide adequate protection against soil erosion and sedimentation are the obligation of the Contractor.
  - Silt, sediment, sand, and mud leaving the properties on which Work is being performed will be construed as damage to neighboring properties and evidence of negligence on the part of the Contractor.
  - Damages to neighboring properties shall be rectified and/or restitution shall be paid by the Contractor.
ATTACHMENT A
BID PROPOSAL FORM
Ms. Lori Weir  
Facilities Management  
Michigan Technological University  
1400 Townsend Drive  
Houghton, MI  49931-1295

The Project consists of design and construction of a salt storage building with a storage capacity of 1,200 tons of sand and salt. The finished facility shall ensure environmental compliance with salt storage in the State of Michigan. Exterior improvements including the protection of existing utilities, excavation, backfilling and grading, cast-in-place concrete, placement of hot-mix asphalt (HMA) pavement, and erection of new storage facility.

Having carefully read the Request for Proposal (RFP) dated **August 11, 2017** for Michigan Technological University Salt Storage Building Project the undersigned agrees to perform the work summarized in the RFP and defined in our attached written proposal.

Our **lump sum base bid price** to furnish and install all materials complete is:

$ ____________________________

(Bid price in numbers and words)

Bidder acknowledges receipt of the following addenda:

Addendum No. _______________ Dated: _______________

Addendum No. _______________ Dated: _______________

The undersigned has used the proposal of the following subcontractors to complete the bid and agrees to employ the firms listed for the work:

**Design and Construction Document Preparation:**

**Earthwork:**

**Building Construction:**

**Paving:**

Name: ____________________________ Date: _______________

(Signature)

Name: ____________________________

(Print)

Title: ____________________________

Firm: ____________________________

Address: ____________________________

Contact Phone and E-mail: ____________________________

Sealed proposals will be received at Facilities Management, Bldg. 44, on the waterfront of Michigan Technological University, Houghton, Michigan until 2:00 P.M. on **Tuesday August 22, 2017**.

(Return one copy to Facilities Management. Retain one copy for your files.)
ATTACHMENT B

DRAWINGS
CONSTRUCTION / BIDDING DRAWINGS

Houghton, MI 49931-1295
Michigan Tech Facilities Management

Prepared By:

Project Location

Salt Storage Building

Michigan Technological University

Houghton, Michigan
ATTACHMENT C
EXAMPLE CONTRACT
This Agreement, is authorized and made to be effective as of this _____ day of September, 2017 between Michigan Technological University, a Michigan constitutional corporation located in Houghton, Michigan, (the “University”) and _____________________, (the “Contractor”), a corporation located at ________________, for contract services to be provided by the Contractor, to the University for, and in connection with, the following described project located at the University’s campus in Houghton, Michigan. The Contractor and the Owner, agree as follows:

ARTICLE 1 - THE CONTRACT DOCUMENTS:

The Contract Documents consists of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Specifications, Construction Plans/Drawings, etc. as listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents other than Modifications, appears in Article 6.

ARTICLE 2 - SCOPE OF THE WORK:

The Contractor prepare design drawings and specifications and shall furnish all of the materials and perform all of the work associated with the construction of the building in accordance with all applicable State, Local, and National codes and regulatory statutes.

The Project consists of design and construction of a salt storage building with a storage capacity of 1,200 tons of sand and salt.
ARTICLE 3 - TIME OF COMPLETION:

The Work to be performed under this Contract shall begin September 9, 2017 or Date of Notice to Proceed, and shall be substantially completed on or before the Completion Date, November 30, 2017.

ARTICLE 4 - PROGRESS PAYMENTS:

Michigan Tech shall make payments as provided in accordance with the Payment Procedures and conditions set forth and agreed upon herein:

Based upon Applications for Payment submitted to Michigan Tech by the Contractor and Certificates for Payment issued by Michigan Tech, Michigan Tech shall make payments on the Total Contract Amount to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one month ending on the 14th of each month.

Each Application for Payment and Conditional Waiver and Release on Progress Payment shall be based upon schedule of values consistent with format of AIA Documents G702, G703. The schedule of values (G703) shall allocate the entire Total Contract Amount among the various portions of the Work and supported by such data to substantiate its accuracy as Michigan Tech may require. This schedule of values, unless objected to by Michigan Tech, shall be used as a basis for reviewing the Contractor’s Application for Payment.

Applications for Payment shall indicate the percentage of completion of each portion of Work as of the end of the period covered by the Application for Payment. The amount of each Application for Payment (progress payment) shall be computed by:

1) Multiply the percentage complete of each portion of the work by the share of the Total Contract Amount allocated to that portion of the Work in the schedule of values, less retainage of ten (10%). Pending final determination of cost to Michigan Tech of changes in the Work, changes for amounts not in the dispute may be included per Section 1.2.8 of the General Requirements. The Total Contract Amount must be adjusted to reflect the changes in the Work by Change Order, then payment shall be allocated as to the completed portion of the Work in the adjusted schedule of values, less retainage of ten (10%).

2) The portion of the Total Contract Amount that is materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by Michigan Tech, suitably stored off the site at a location agreed upon in writing), may be included in the Application for Payment less retainage ten (10%).

3) The amount of the Application for Payment requested shall not include any previous payments made by Michigan Tech.

4) The amount of the Application for Payment requested shall not include any previous amounts that Michigan Tech has withheld or a nullified Application for Payment.
5) Michigan Tech shall review the Application for Payment and if acceptable, sign it and certify it, thus it will become a Certificate of Payment.

6) Provided an Application for Payment and Conditional Waiver and Release on Progress Payment are received and approved by Michigan Tech, Michigan Tech shall make payment to the Contractor not later than thirty (30) days after receipt of the Application for Payment.

ARTICLE 5 - ACCEPTANCE AND FINAL PAYMENTS:

Final Payment, constituting the entire unpaid balance of the Total Contract Amount, shall be made by Michigan Tech to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor’s responsibility to correct nonconforming Work as provided in Subparagraph 1.2.12. of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a Final Certificate for Payment has been issued by Michigan Tech.

1) The Contractor may request in writing that Michigan Tech issue a notice of Substantial Completion. Upon receipt of written notice that the Work is ready for inspection and acceptance, Michigan Tech shall promptly inspect the Work.

2) If the Work has been Substantially Completed and accepted, Michigan Tech shall issue upon request by the contractor, a notice of Substantial Completion and a Final Completion Checklist as necessary. Upon issuance of the notice of substantial completion, Michigan Tech shall promptly make payments up to ninety five percent (95%); less such amounts as determined by Michigan Tech for incomplete Work, unsettled claims, and any Work that is materially delayed through no fault of the Contractor; of the Total Contract Amount of the balance due for that portion of the Work Substantially Completed and accepted.

3) The Contractor may request in writing that Michigan Tech issue a Certificate of Final Completion and Final Payment upon completion of the Final Completion Checklist. Upon receipt of written notice that the Work is ready for final inspection and acceptance, Michigan Tech shall promptly inspect the Work.

4) When Michigan Tech finds the work is sufficiently complete per the Final Completion Checklist and Contract Documents in their entirety, Michigan Tech shall promptly issue the Certificate of Final Completion that states that the Work provided in this Contract is complete, and that the Final Payment is due the Contractor, as noted in the Certificate of Substantial Completion. Final payment shall be due thirty (30) days after the Contract is fully performed.

ARTICLE 6 - THE CONTRACT DOCUMENTS:

The Contract Documents, together with this Agreement, form the Contract, and they are as fully a part of the Contract as attached:

- Request for Proposal for this project dated August 2017
- Drawings for this project dated August 2017
- Any Addendum issued prior to the bid date.

The Contractor’s signature on this Agreement indicates that the Contractor has read and will comply with each of these documents.
ARTICLE 7 - THE CONTRACT AMOUNT:

The **Contract Lump Sum** is as noted below.

The amount shown below shall be both in words and in figures. In case of discrepancy, the amount shown in words shall govern.

<table>
<thead>
<tr>
<th>Base Bid Lump Sum</th>
<th>$ ____________</th>
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<td>__________________</td>
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IN WITNESS, WHEROF, each of the parties has caused this Contract to be executed by its duly authorized representatives on the date first mentioned above.

FOR THE CONTRACTOR

________________________________________/____________________
Signature Date

Printed Name ____________________________________________________

Title ____________________________________________________________

FOR MICHIGAN TECHNOLOGICAL UNIVERSITY

______________________________ Date__________________
Kerri Sleeman
Executive Director of Facilities Management
ATTACHMENT D

CONTRACTOR TERMS AND CONDITIONS
010000 - 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 shall 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 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 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 - Michigan Technological University

EXECUTIVE DIRECTOR OF FACILITIES MANAGEMENT – Kerri A. Sleeman
DIRECTOR OF ENGINEERING SERVICES - Gregg Richards
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 and the Contractor shall immediately notify the Director of Engineering Services 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 Director of Engineering Services 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 ½% 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 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 $100,000 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, and must be primary and non-contributory. The Owner will assume all risk of loss for property damage in excess of $100,000 for any single occurrence.

5. Worker's Compensation/Employer's Liability

The Contractor shall carry, from the beginning of this Contract until completion of the same, Statutory required by the State and $500,000 per accident.

6. Automobile Liability

The Contractor shall carry, from the beginning of this Contract until the completion of the same, $1,000,000 in automobile insurance for each occurrence and the State Required Personal Injury Protection benefits.
MICHIGAN TECHNOLOGICAL UNIVERSITY

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.

The Contractor will indemnify and hold harmless the University from and against all claims, judgments, 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 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 Certificate of Substantial Completion. 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 and Conditional Waiver and Release on Progress Payment 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 M 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 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
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 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.

Owner's required use of the facilities and other contractors construction schedules, and shall be arrived at in consultation with the Director of Engineering Services 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 Director of Engineering Services.

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 Director of Engineering Services.

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 Director of Engineering Services 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 satisfaction of the Owner. The Contractor shall be continuously kept clean of waste materials and refuse from the work operations. Should the Contractor be negligent in these duties, 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.

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 Director of Engineering Services 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. Contractor shall acknowledge Owner's Safety Requirements.

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 that 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 Contractor 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.

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 certified payroll 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 contract documents.

GENERAL REQUIREMENTS
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2/10/2017
ATTACHMENT E

MINIMUM CONTRACTOR SAFETY REQUIREMENTS
Contractors working on the Michigan Tech Campus are reminded that they must take into consideration the health and safety of Michigan Tech employees, students, and visitors, as well as their own employees. Consequently, we have outlined aspects of our campus safety program that apply to the contractor’s activities. All Michigan Tech buildings are smoke-free except designated areas in residential facilities.

I. Michigan Tech Safety Program

a. MTU attempts comply with MIOSHA, safety, health, and construction standards in all phases of operations, both on and off campus. It is expected that contractors will consider this in the performance of their contractual efforts.

b. Occupational Safety and Health Services (OSHS) has been designated the office which leads the Michigan Tech effort in the conformance to these standard.

c. OSHS can be reached by telephone: 906-487-2118.

d. OSHS has no authority to modify construction procedures, but does have the authority to stop any practices that endanger Michigan Tech employees, students, or visitors.

e. A representative of OSHS will accompany any State or Federal Safety investigator visiting the site of any construction job on Michigan Tech properties, whether the visitor is responding to a complaint or not. The contractor will notify OSHS before beginning any such safety investigation.

f. All accidents involving personal injury or property damage must be reported immediately to the University Public Safety Department and followed by a written report within 48 hours.

g. The contractor must comply with all aspects of the Michigan Occupational Safety and Health Standard for Confined Space Entry when the project involves entry into areas designated by Michigan Tech as permit required confined spaces or into confined spaced where the work itself results in an actual or potentially serious safety or health hazard. OSHS and Facilities Management must be notified prior to any such confined space entry.

h. The contractor must provide OSHS with a copy of all Material Safety Data Sheets for materials that will be used in a building or are occupied by Michigan Tech employees, students, or visitors. This will be done before the work has begun and preferably at the time of the preconstruction meeting.

i. All hot work will be performed in accordance with a hot work program approved by the University or in accordance with the Michigan Tech hot work program.

j. Equipment lockout procedures will be coordinated with Michigan Tech in accordance with the MIOSHA Lockout Standard.
II. **Michigan Tech Emergency Procedures**

All contractors and their employees have an obligation to report emergency situations to the proper campus authorities. Emergencies such as fire, explosions, chemical spills, building failures, etc., fall into this category. All contractors’ employees and employees of subcontractors must be informed of these emergency response procedures and should know how to identify an emergency situation. By definition, an emergency situation is one that affects the health and/or safety of one or more people and/or buildings or structures on the campus. Decisions must be made quickly since disaster is often controlled during the first few minutes.

a. **Reporting any Emergency**

   i. From any telephone:
      1. Dial 911
      2. Say: “This is an emergency at Michigan Tech University” and give a description and location of the emergency.
      3. Remain on the phone until released by the operator.

   ii. Note: the nearest emergency room is located at Portage Hospital in Hancock.

b. Reporting a fire, explosion, or chemical spill where there is impending danger to the occupants of the building.

   i. Evacuate the building by pulling the nearest fire alarm box, typically located at the ends of each hallway.
   ii. Alert occupants in the area.
   iii. Dial 911 from a safe location and report the emergency as outlined above.

c. At the sound of an evacuation alarm, all building occupants, including contractor’s employees, must evacuate the building to a point at least 100 feet from the exit and remain outside the building until given the all-clear by a Public Safety or Fire Department Officer.

III. **Miscellaneous Obligation of the Contractor**

If work is proceeding in areas occupied by Michigan Tech employees, students, or visitors, the following apply:

a. Barricades must be erected to isolate hazardous areas.
b. Exit routes and doorways will be kept free of obstructions.
c. Access to firefighting or other emergency equipment will not be obstructed or rendered inoperable.
d. The use of explosives will be coordinated by Facilities Management.
e. The application of foam or mineral fiber insulation in areas occupied by Michigan Tech employees, students, or visitors will be coordinated by Facilities Management and OSHS.

IV. **Identification of the Contactors’s Safety Officer**

Each contractor will identify a safety office for each project. The name will be sent to Facilities Management and OSHS.