



**GRAND VALLEY
STATE UNIVERSITY**

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CONTRACT FOR CONSTRUCTION

(GENERAL CONTRACTOR FIXED PRICE FORM)

CHAPTER 1

CONTRACTOR'S AGREEMENT

INSERT PROJECT TITLE

SAMPLE

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Revision Date: Nov. 2008

**CONTRACT FOR CONSTRUCTION
(General Contractor Fixed Price Form)**

**CHAPTER 1
CONTRACTOR'S AGREEMENT**

This Contract For Construction is entered into between:

"Owner": GRAND VALLEY STATE UNIVERSITY
1 CAMPUS DRIVE
ALLENDALE, MI 49401

and

"Contractor":

This Contract For Construction is executed under seal, and shall be effective on the date signed by the last party to do so.
ADDRESSES AND AUTHORIZED REPRESENTATIVES

The authorized representatives and addresses of the Owner and the Contractor are:

OWNER:

Representative:		Telephones	
Address:	1 Campus Drive	Office:	616-
City, State, Zip:	Allendale, MI 49401	Facsimile:	616-331-3841
	@gvsu.edu	Mobile:	616-

CONTRACTOR:

Representative:		Telephones	
Address:		Office:	
City, State, Zip:		Facsimile:	
E-mail:		Mobile:	
FEIN / SSN			

PROFESSIONAL (Architect):

Representative:		Telephones	
Address:		Office:	
City, State, Zip:		Facsimile:	
E-mail:		Mobile:	
FEIN / SSN			

OWNER'S PROJECT IDENTIFICATION INFORMATION:

Project Title:	
Location Address:	
City, State, Zip:	
Project ID Number:	
General Project Description:	

Whenever this Contract For Construction refers to "Professional" in the singular, such reference shall mean the Owner's designated representative.

RECITALS

- A. The Owner intends to construct the Project and is engaging the Contractor to perform certain labor, supervision and services and provide certain equipment, goods and materials for the Project.
- B. The Owner and Contractor each acknowledges that it will act in good faith in carrying out its duties and obligations.
- C. The Owner's engagement of the Contractor is based upon the Contractor's representations to the Owner that it (i) is experienced in the type of labor and services the Owner is engaging the Contractor to perform; (ii) is authorized and licensed to perform the type of labor and services for which it is being engaged in the State of Michigan; (iii) is qualified, willing and able to perform general construction services for the Project; and (iv) has the expertise and ability to provide general construction services which will meet the Owner's objectives and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.
- D. The Owner and Contractor each acknowledges that it has reviewed and familiarized itself with this Contract For Construction, including the documents enumerated in Article 1, and agrees to be bound by the terms and conditions contained therein.
- E. The Contractor acknowledges that the Owner is a Michigan public institution of higher education, and therefore that the Project for which the Contractor is being retained by this Contract For Construction must be constructed in accordance with the laws, regulations and rules which govern Michigan public colleges and universities, whether or not such laws, regulations and rules are specifically referred to in this agreement.
- F. The Owner has engaged one or more Professionals to perform architectural and/or engineering services for the Project, including preparation of Site-specific Construction Documents.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

**ARTICLE 1
CONTRACT DOCUMENTS**

1.1 The "Contract For Construction" is comprised of the following documents:

This "Chapter 1 - Contractor's Agreement (General Contractor Fixed Price Form)" (hereafter "Chapter 1"), including the foregoing recitals A. through E., and all attached documents, appendices and addenda;

"Chapter 2 - Contractor's Required Services (General Contractor Fixed Price Form)" (hereafter "Chapter 2"), and all attached documents, appendices and addenda;

"Chapter 3 - General Terms and Conditions of the Contract For Construction (All Forms)" (hereafter "Chapter 3") and all attached documents, appendices and addenda;

Special conditions, specifications or requirements, if any;

Proposal(s) submitted by the Contractor and accepted by the Owner, if any;

Proposed modifications, if any, dated ;

The Construction Documents, now existing or issued hereafter;

Any amendments or addenda executed by the Owner and the Contractor hereafter;

Approved Change Order(s) or field orders; and

Additional documents listed hereafter, if any:

[Identify with specificity all additional documents, or check that there are none] |

None

Additional Documents:



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- 1.2 The Owner has requested that its Professional prepare documents for the Project, including the plans and specifications for the Project, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work. However, the Owner makes no representation or warranty of any nature whatsoever to the Contractor concerning such documents. The Contractor hereby acknowledges and represents that it has not relied, and does not and will not rely, upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.
- 1.3 Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract For Construction.
- 1.4 The Professional will provide to the Contractor a minimum of two hardcopy sets of final Construction Documents in a form suitable for reproduction.

**ARTICLE 2
NOTICES**

- 2.1 Unless otherwise provided, all notices shall be in writing and considered duly given if original is (i) hand delivered; (ii) delivered by facsimile or e-mail; or (iii) sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth above. Notices hand delivered or delivered by facsimile or e-mail shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

**ARTICLE 3
SCOPE OF CONTRACTOR'S WORK**

- 3.1 The Contractor shall furnish or cause to be furnished, and pay for out of the Construction Price, all management, supervision, financing, goods, products, materials, equipment, systems, labor, services, required permits, licenses, construction machinery, water, heat, electric and other utilities, transportation, construction office and other facilities necessary for proper execution and completion of its scope of the Work in accordance with all of the terms and conditions of this Contract For Construction. The general nature of the scope of Work the Contractor is to complete is briefly described as follows:

[Briefly describe Contractor's portion of the Project, or indicate that Contractor is responsible for the entire Project]

**ARTICLE 4
COMPENSATION OF CONTRACTOR**

- 4.1 **Construction Price.** The Owner shall pay and the Contractor shall accept, as full and complete payment for the Contractor's timely and complete performance of its obligations hereunder the fixed price of:
_____ (\$ _____) Dollars.

The amount set forth above is the Construction Price and includes

- (i) the aggregate amount of all allowances and any unit price items to be furnished or installed, and
- (ii) a "Final Completion Payment" of _____ (\$ _____) Dollars. The Final Completion Payment shall not be paid by the Owner unless the Contractor has completed the requirements of Paragraph 11.2.5 of Chapter 3.

- 4.2 **Compensation Schedule.** Within 14 calendar days after execution of this Contract For Construction, the Contractor shall prepare and present to the Owner and the designated Professional, as Appendix A, the Contractor's Compensation Schedule which includes, as applicable: *[Check applicable items]*

- A. Schedule Of Values for payment of the Construction Price on a lump sum basis, on a form provided by the Owner containing general condition and trade construction line item descriptors;
- B. Time Schedule for payment of the Construction Price on a lump sum basis;
- C. Unit prices and estimated number of units for compensation for services rendered and goods supplied on a unit-price basis;
- D. Rates for compensation for services rendered on a time and material basis;
- E. Compensation for goods furnished on a time and material basis; and / or
- F. Allowances.



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4.3 **Payment.** Within ____ business days after receipt by the Owner of the Contractor's invoice, properly prepared pursuant to Article 14 of Chapter 3, the Owner shall pay to the Contractor the total amount approved by a Professional unless there is a dispute about the amount of compensation due the Contractor. The date on which payment is due shall be referred to as the "Payment Date".

4.4 **Compensation For Change Orders.**

4.4.1 For change orders directed by a Professional to be performed by the Contractor on a time and materials basis pursuant to Article 9 of Chapter 3, the Contractor shall be reimbursed the actual incurred cost and expense plus, on Owner-generated changes only, a markup of _____ percent (____%) for the change order Work performed by its forces.

4.4.2 When additional Work by the Contractor's subcontractors and suppliers is required and approved pursuant to Article 9 of Chapter 3, the Contractor shall be reimbursed the actual incurred costs and expenses paid to those subcontractors and suppliers plus, on Owner-generated changes only, a markup of _____ percent (____%).

4.4.3 If the Contractor disputes a change order decision pursuant to Paragraph 9.7 of Chapter 3, it must give the Owner its written notice of dispute, including the reasons therefor, within 7 calendar days of the disputed decision.

4.5 **Liquidated Damages.** If liquidated damages are assessed pursuant to Article 7 of Chapter 2, damages shall be calculated at the rate of _____ *[Enter dollar amount or "Not Applicable"]* (\$_____) Dollars per calendar day for failure to meet the required date of Substantial Completion, or fifteen (15%) percent thereof for failure to meet the required date of Final Completion.

**ARTICLE 5
SPECIFIC INSURANCE REQUIREMENTS**


5.1 The Contractor shall purchase and maintain, at its expense, from a company or companies licensed or authorized to do business in the State of Michigan, insurance policies containing the following selected types of coverages and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract For Construction by the Contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

- (i) Commercial General Liability insurance which (i) includes premises/operations, product/completed operations, contractual liability, independent contractors, broad-form property damage, underground, explosion and collapse hazard, and personal / advertising injury; and (ii) names the Owner as additional insureds, with per-occurrence limits of not less than \$1,000,000, combined aggregate limits of \$1,000,000, fire and legal limits of \$50,000 per occurrence, and medical liability limits of \$5,000 per person.
- (ii) Workers' Compensation, Disability Benefit insurance, or similar employee benefit act insurance, and employer's liability coverage, in the minimum amount of \$500,000 or at Michigan statutory limits, whichever is greater.
- (iii) Commercial Comprehensive Automobile Liability insurance which includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles with combined aggregate limits of \$1,000,000, bodily and personal injury limits of \$250,000 per person and \$500,000 per accident, and property damage limits of \$100,000.
- (iv) Contractor's Risk insurance shall be furnished by the Owner.
- (v) Other Insurance
[Describe type, limits, extent of coverage, insureds and other pertinent information for additional insurance requirements, or state that there are none]

5.2 The Contractor shall require its subcontractors, if any, to obtain and maintain equivalent insurance coverages, and which comply with Article 19 of the General Conditions.

**ARTICLE 6
PERSONNEL, SUBCONTRACTOR, SUPPLIER
AND CONSULTANT CHARTS**

6.1 The Contractor shall prepare and attach as Appendix B to this Chapter the Contractor's Personnel Chart which lists by name, job category and responsibility the Contractor's primary employees who will work on the Project. The Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefor, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement.



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Chapter 1: Contractor's Agreement©2008

- 6.2 The Contractor (i) shall prepare and attach as Appendix C to this Chapter the Contractor's Subcontractors And Suppliers Chart which lists by name and general Project responsibility each subcontractor and supplier who will be utilized by the Contractor to provide goods or services with respect to the Project; (ii) shall not enter into any agreement with any subcontractor or supplier to which the Owner raises a reasonable, timely objection; and (iii) shall promptly inform the Owner in writing of any proposed replacements, the reasons therefor, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement.
- 6.3 The Owner shall prepare and attach as Appendix D to this Chapter the Owner's Consultants Chart which lists by name and general duties each consultant retained by the Owner to provide services with respect to the Project. The Owner reserves the right to engage any other consultants which it may deem necessary or desirable.

**ARTICLE 7
CONSTRUCTION SCHEDULE AND
SPECIFIC BOND REQUIREMENTS**

7.1 Time For Performance.

- 7.1.1 **Commencement Of Construction.** The Contractor shall commence construction of the Work on or before _____, or the date set forth in the Owner's Notice of Commencement ¹, whichever is later (the "Commencement Date"). The Commencement Date will not be postponed by failure to act by the Contractor or its subcontractors or suppliers.
- 7.1.2 **Substantial Completion.** The Contractor shall accomplish Substantial Completion of the Work on or before _____ (the "required date of Substantial Completion").
- 7.1.3 **Final Completion.** The Contractor shall accomplish Final Completion of the Work on or before _____ (the "required date of Final Completion").

7.2 Construction Schedule. The Contractor shall *[Select and complete as appropriate]*

- not less than _____ calendar days after execution of this Chapter 1, or
- no later than *[Insert date certain]* _____

prepare and submit a final Construction Schedule to the Owner and the Professional for their review and acceptance pursuant to Paragraph 15.1 of Chapter 3 of this Contract For Construction.

7.3 Bond Requirements.

- 7.3.1 The Contractor shall be required to provide payment and performance bonds. The penal sum of the bond shall be not less than the Construction Price. The amount of the premiums for such bonds shall be included in the Construction Price.
- 7.3.2 The Contractor shall be required to provide a maintenance bond. The penal sum of the bond shall be not less than the Construction Price. The amount of the premiums for such bond shall be included in the Construction Price.

¹ The Owner is a Constitutional Body Corporate as provided under the Constitution of the State of Michigan and is not subject to the requirements of the Notice of Commencement under the Michigan Construction Lien Act.



**APPENDIX A
CONTRACTOR'S COMPENSATION SCHEDULE**

- A. Schedule of Values for payment of the Construction Price on a lump sum basis
- B. Time schedule for payment of the Construction Price on a lump sum basis
- C. Unit prices and estimated number of units for compensation for services rendered and goods supplied on a unit price basis
- D. Rates for compensation for services rendered on a time and material basis
- E. Compensation for goods furnished on a time and material basis
- F. Allowances

SAMPLE

**APPENDIX D
OWNER'S CONSULTANTS CHART**

Name		Service	
Representative:		Telephones	
Address:		Office:	
City, State, Zip:		Facsimile:	
E-mail:		Mobile:	
FEIN / SSN			

Name		Service	
Representative:		Telephones	
Address:		Office:	
City, State, Zip:		Facsimile:	
E-mail:		Mobile:	
FEIN / SSN			

Name		Service	
Representative:		Telephones	
Address:		Office:	
City, State, Zip:		Facsimile:	
E-mail:		Mobile:	
FEIN / SSN			

SAMPLE