



**GRAND VALLEY
STATE UNIVERSITY**

TM

CONTRACT FOR CONSTRUCTION

(SMALL PROJECTS FORM)

CHAPTER 2

CONTRACTOR'S REQUIRED SERVICES

INSERT PROJECT TITLE |

SAMPLE

TABLE OF CONTENTS

COVER PAGE 1

TABLE OF CONTENTS 2

ARTICLE 1 OWNER'S CONSULTANTS, PROFESSIONALS AND CONSTRUCTION ADMINISTRATION 3

ARTICLE 2 GENERAL PROJECT SERVICES 3

 2.1 Essential Services 3

 2.2 Compliance With Contractual Requirements 3

 2.3 Cooperative Effort 3

 2.4 Additional Or Modified Required Services 3

ARTICLE 3 PRE-CONSTRUCTION SERVICES 3

 3.1 Construction Documents Review 3

 3.2 Scheduling 3

 3.3 Schedule Of Values 3

 3.4 Additional Or Modified Required Services 3

ARTICLE 4 CONSTRUCTION SERVICES 4

 4.1 Construction Supervision 4

 4.2 Additional Or Modified Required Services 4

ARTICLE 5 EXTRA SERVICES 4

 5.1 Definition Of Extra Services 4

 5.2 Initiation Of Extra Services 4

 5.3 Payment For Extra Services 2

ARTICLE 6 SUPPLEMENTAL PROVISIONS 4

 6.1 General Bond Requirements 4

 6.2 Early Completion 4

 6.3 Labor Disputes 5

 6.4 Additional Or Modified Supplemental Provisions 5

ARTICLE 7 REMEDIES FOR DELAY 5

 7.1 Time Of The Essence 5

 7.2 Failure To Timely Achieve Completion 5

 7.3 Compensable Delay 5

 7.4 Excusable Delay 5

 7.5 Owner's Right To Withhold Payment 5

 7.6 Additional Or Modified Supplemental Provisions 5

APPENDIX I ADDITIONAL OR MODIFIED REQUIRED SERVICES 6

Revision Date: Nov. 2008



TM

**CONTRACT FOR CONSTRUCTION
(Small Projects Form)**

**CHAPTER 2
CONTRACTOR'S REQUIRED SERVICES**

**ARTICLE 1
OWNER'S CONSULTANTS, PROFESSIONALS AND
CONSTRUCTION ADMINISTRATION**

[Not Applicable]

**ARTICLE 2
GENERAL PROJECT SERVICES**

- 2.1 **Essential Services.** The Contractor agrees to provide all goods and services required to professionally complete the Work in an expeditious and economical manner consistent with this Contract For Construction and the best interests of the Owner.
- 2.2 **Compliance With Contractual Requirements.** At all times the Contractor is performing services, it shall comply with the requirements set forth in Chapter 1, Chapter 2 and Chapter 3 of this Contract For Construction.
- 2.3 **Cooperative Effort.** The Contractor shall, in consultation with the Owner and any subcontractors, endeavor to develop, implement and maintain a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties.
- 2.4 **Additional Or Modified Required Services.** Additional or modified required services, if any, included in General Project Services are listed in Appendix 1 and incorporated herein by reference.

**ARTICLE 3
PRE-CONSTRUCTION SERVICES**

- 3.1 **Construction Documents Review.**
- 3.1.1 The Owner may provide to the Contractor two hardcopy sets of Construction Documents in a form suitable for reproduction.
- 3.1.2 Prior to commencement of construction activities the Contractor shall review the Construction Documents, if any, for clarity, adequacy of detail, consistency, accuracy and completeness to identify:
- (i) conflicts, omissions or overlaps, and unusual design details affecting construction cost and schedules; and,
 - (ii) factors with the potential to impact the Construction Schedule such as materials with long lead time, the unavailability of required labor, and other factors and make suggestions for acceptable alternatives.
- 3.1.3 Upon completion of its review of the Construction Documents, if any, the Contractor shall:
- (i) notify the Owner in writing of all problems, conflicts, defects, omissions, overlaps or deficiencies of which it became aware; and,
 - (ii) assist the Owner with the resolution of the identified problems, conflicts, defects, omissions, overlaps and deficiencies.
- 3.2 **Scheduling.** The Contractor understands and acknowledges the Owner's intent that the Project will be complete by the Date of Substantial Completion. The Contractor shall timely prepare and submit the Construction Schedule for the Owner's review and approval.
- 3.2.1 The Construction Schedule shall include and properly coordinate dates for performance of all phases of the Work, including completion of off-Site requirements and tasks, so that the Work can be completed in a timely and orderly fashion consistent with the required dates of Substantial Completion and Final Completion.
- 3.2.1 The Contractor shall review, on a weekly basis, the actual status of the Work against the Construction Schedule. The Contractor shall discuss the status of the Work weekly with the Owner, and review corrective actions taken or required, so that proper overall management may be provided and the Project will be completed by the date of Substantial Completion.
- 3.3 **Schedule Of Values.** The Contractor shall prepare and present to the Owner the Contractor's schedule of values, apportioning the different elements of the Work for purposes of periodic and final payment. The Contractor's schedule of values shall be presented in the format, and with such detail and supporting information, requested by the Owner. The Contractor shall not imbalance or artificially inflate any element of its schedule of values. Upon the Owner's acceptance, the schedule of values shall be used to process and pay the Contractor's payment requests. The schedule of values shall not be changed without written change order authorized by the Owner.
- 3.4. **Additional Or Modified Required Services.** Additional or modified required services, if any, included in Pre-Construction Services are listed in Appendix 1 and incorporated herein by reference.



TM

Contract For Construction (Small Projects Form)
Chapter 2: Contractor's Required Services ©2008

**ARTICLE 4
CONSTRUCTION SERVICES**

4.1 Construction Supervision.

- 4.1.1 The Contractor shall name a representative (the "Contractor's Representative") to serve as its primary communication contact with the Owner.
- 4.1.2 The Contractor's Representative, or a competent person having authority to act for him / her, shall be at the Project site at all times to
- (i) supervise and direct the Contractor's Work at the Site;
 - (ii) supervise and coordinate the Contractor's personnel and act as its primary liaison with the Owner and the Owner's Consultant(s);
 - (iii) coordinate trade contractors and suppliers, and supervise Site construction services;
 - (iv) be familiar with all applicable building codes, the Construction Documents, and this Contract For Construction;
 - (v) prepare and maintain Project records and process documents;
 - (vi) regularly review the Work to determine its compliance with the Construction Documents and this Contract For Construction; and,
 - (vii) periodically confer with the Owner to assure acceptable levels of quality.
- 4.1.3 The Contractor shall promptly reject any Work
- (i) which does not conform to the Construction Documents; or
 - (ii) which does not comply with any applicable law, statute, building code, rule or regulation of any public authority or agency of which it is aware.
- 4.1.4 The Contractor shall comply with and cause its subcontractors and suppliers to comply with the Project Construction Schedule and applicable sub-schedules.

- 4.2 Additional Or Modified Required Services.** Additional or modified required services, if any, included in Construction Services are listed in Appendix 1 and incorporated herein by reference.

**ARTICLE 5
EXTRA SERVICES**

- 5.1 Definition Of Extra Services.** Extra services include, but are not limited to:
- (i) services performed after the Date Of Final Completion, except when included in Required Services;
 - (ii) services for preparation for and attendance at deposition, discovery or court or other dispute resolution proceedings on behalf of the Owner, except when such proceedings involve issues of fault, neglect or alleged liability of the Contractor, or its agents, employees, or consultants; and,
 - (iii) other services not included in Required Services mutually agreed to by the Owner and the Contractor in writing.
- 5.2 Initiation Of Extra Services.** The Contractor shall provide such Extra Services as are initiated and authorized in writing by the Owner prior to performance. The services described in this Article 5 are not included in Required Services unless identified as an "Additional Or Modified Required Service".
- 5.3 Payment For Extra Services.** The Contractor's payment for Extra Services shall be in accordance with applicable provisions of Chapter 1.

**ARTICLE 6
SUPPLEMENTAL PROVISIONS**

- 6.1 General Bond Requirements.** If the Contractor is required to provide performance and payment bond(s), the penal sum of each bond shall be in an amount not less than the Construction Price, as adjusted by any change order(s), and each bond shall:
- (i) be in a form approved by the Owner;
 - (ii) incorporate by reference the terms of this Contract For Construction;
 - (iii) be executed by a company certified by the Secretary of the United States Department of Treasury pursuant to the Act of July 30, 1947 (61 Stat. 646, as amended; 6 U.S.C. 6-13);
 - (iv) be executed by a company licensed and authorized to do business in the state in which the Project is located; and
 - (v) be accompanied by a power of attorney certifying that the person(s) executing the bond have the authority to do so.
- The Contractor shall deliver any required bond(s) and power(s) of attorney to the Owner prior to commencement of the Work.
- 6.2 Early Completion.** The Contractor may attempt to achieve Substantial Completion before the required date of Substantial Completion. However, such planned early completion shall be for the Contractor's sole convenience and shall not create any additional Contractor rights or Owner obligations under this Contract For Construction, nor shall it change the required dates of Substantial Completion or Final Completion. The Owner shall not pay the Contractor any additional

compensation for achievement of Substantial Completion or Final Completion prior to the required dates nor will the Owner owe the Contractor any compensation should the Owner cause the Contractor not to achieve Substantial Completion earlier than the required date of Substantial Completion or Final Completion earlier than the required date of Final Completion.

- 6.3 **Labor Disputes.** Delay caused by labor disputes, picketing, employee boycotts, or the like which directly or indirectly involves employees of the Contractor or its subcontractors and suppliers is not the responsibility of the Owner and shall not result in extension of the of the dates of Substantial or Final Completion.
- 6.4 **Additional Or Modified Supplemental Provisions.** Additional or modified supplemental provisions, if any, are listed in Appendix 1 and incorporated herein by reference.

ARTICLE 7 REMEDIES FOR DELAY

- 7.1 **Time Of The Essence.** The parties hereto mutually understand and agree that time is of the essence in the performance of this Contract For Construction, that the contract time periods are reasonable for performance of the Work, and that the Owner will incur damages if the Work is not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform and complete its services so that:
- (i) the Work progresses in accordance with the Construction Schedule;
 - (ii) the Work is substantially completed by the required date of Substantial Completion; and
 - (iii) the Work is finally complete by the date of Final Completion.
- 7.2 **Failure To Timely Achieve Completion.** The parties hereto mutually understand and agree that the Owner will sustain substantial monetary and other damages in the event of a failure or delay by the Contractor in the completion of the Work. If the Contractor inexcusably fails to achieve Substantial Completion by the required date of Substantial Completion as established and previously set forth in this Contract For Construction, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the daily amount specified in Chapter 1 for each and every day after the required date of Substantial Completion until Substantial Completion. This liquidated damages provision shall apply and remain in full force and effect in the event that the Contractor is terminated by Owner for default and shall apply until Substantial Completion has been achieved by any completing Contractor. If the Contractor fails to achieve Final Completion by the required date of Final Completion as established and previously set forth in this Contract For Construction, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, fifteen (15%) percent of the daily amount stated for failure to timely achieve Substantial Completion, even if not actually imposed, for each calendar day of unexcused delay in achieving Final Completion.
- 7.3 **Compensable Delay.** If the Contractor is delayed at any time in the progress or performance of the Work by:
- (i) acts or omissions of the Owner;
 - (ii) major changes ordered by the Owner in the scope of Work; or
 - (iii) any other cause which the Owner determines may justify the compensation of the Contractor for the delay,
- the Contractor's compensation shall be equitably adjusted to cover the Contractor's actual and direct increased costs attributable to such delay. However, the Contractor shall nevertheless ensure that the Work is substantially completed by the required date of Substantial Completion and finally complete by the date of Final Completion.
- 7.4 **Excusable Delay.** If the Contractor is delayed at any time in the progress or performance of the Work by fire or a natural disaster which damages or destroys all or a substantial portion of the Work, the Construction Schedule shall be extended for a period equal to the length of such delay, but only if
- (i) such delay is not in any way caused by default or collusion on the part of the Contractor or by any cause which the Contractor could reasonably control or circumvent;
 - (ii) the Contractor would have otherwise been able to timely perform all of its obligations under this Contract For Construction but for such delay; and
 - (iii) immediately but not later than seven calendar days after the beginning of any such delay the Contractor gives notice of its delay claim to the Owner.
- 7.5 **Owner's Right To Withhold Payment.** When it reasonably believes:
- (i) that Substantial Completion will be inexcusably delayed; or
 - (ii) that the Contractor will fail to achieve Final Completion by the date of Final Completion, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor the daily amount specified for liquidated damages in this Article for each calendar day of the unexcused delay.
- If and when the Contractor overcomes the delay in timely achieving Substantial Completion or Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
- 7.6 **Additional Or Modified Supplemental Provisions.** Additional or modified supplemental provisions, if any, are listed in Appendix 1 and incorporated herein by reference.

**APPENDIX 1
ADDITIONAL OR MODIFIED REQUIRED SERVICES**

GENERAL PROJECT SERVICES [¶ 2.4]

[Insert and identify with specificity all Additional Required Services, Modified Required Services, or state "None"]

PRE-CONSTRUCTION SERVICES [¶ 3.4]

[Insert and identify with specificity all Additional Required Services, Modified Required Services, or state "None"]

CONSTRUCTION SERVICES [¶ 4.2]

[Insert and identify with specificity all Additional Required Services, Modified Required Services, or state "None"]

SUPPLEMENTAL PROVISIONS [¶ 6.4]

[Insert and identify with specificity all Additional Supplemental Provisions, Modified Supplemental Provisions, or state "None"]

REMEDIES FOR DELAY [¶ 7.6]

[Insert and identify with specificity all Additional Supplemental Provisions, Modified Supplemental Provisions, or state "None"]



TM