



**GRAND VALLEY
STATE UNIVERSITY**

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CONTRACT FOR CONSTRUCTION

**MASTER MULTI-YEAR for
MISC. CONSTRUCTION PROJECTS**

with

CONTRACT ADDENDUM FORM

CHAPTER 1

CONTRACTOR'S AGREEMENT

INSERT PROJECT TITLE |

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Revision Date: Nov. 2008



CONTRACT FOR CONSTRUCTION
(Master Multi-Year Misc. Construction Projects w / Contract Addendum Form)

CHAPTER 1
CONTRACTOR'S AGREEMENT

This Contract For Construction is entered into between:

"Owner": and "Contractor"

GRAND VALLEY STATE UNIVERSITY
 1 CAMPUS DRIVE
 ALLENDALE, MI 49401

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			

RECITALS

- A. From time to time, to construct, remodel and/or maintain its properties ("Projects"), the Owner needs to engage a contractor ("Contractor") to perform the labor, supervision and services, and provide the equipment, goods and materials, necessary to do so. Furthermore, the Owner desires the flexibility, in the appropriate circumstances, to issue Purchase Orders to obtain the necessary services and goods, but under the terms and conditions of, and as addenda to, a formal construction contract.
- B. By this Contract For Construction, the Owner is engaging the Contractor to perform the labor, supervision and services, and provide the equipment, goods and materials, stated from time to time in Purchase Orders issued to the Contractor under, pursuant to the terms and conditions of, and as addenda to, this Contract For Construction.
- C. The Owner and Contractor each acknowledges that it will act in good faith in carrying out its duties and obligations.
- D. 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 Projects.

- E. 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.
- F. The Contractor acknowledges that the Owner is a Michigan public institution of higher education, and therefore that the Projects for which the Contractor will be retained by Purchase Order issued under and against 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.

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 (Master Multi-Year Misc. Construction Projects w / Contract Addendum Form)" (hereafter "Chapter 1"), including the foregoing recitals A. through F., and all attached documents, appendices and addenda;

"Chapter 2 - Contractor's Required Services (Master Multi-Year Misc. Construction Projects w / Contract Addendum 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;

Purchase Orders issued under and as addenda to this Contract For Construction;

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 [*Enter Date or None*];

The Construction Documents, if any, 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:

1.2 Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract For Construction. If the Owner issues its standard purchase order in connection with any specific Project, any terms of that standard purchase order which are inconsistent with this Contract For Construction are void.

**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.



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**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 and transportation necessary for proper execution and completion of the Work described in the Purchase Order for each Project, in accordance with all of the terms and conditions of this Contract For Construction

**ARTICLE 4
COMPENSATION OF CONTRACTOR**

- 4.1 **Construction Price.** For proper execution and completion of the Work described in a Purchase Order, 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, the fixed Construction Price, including the aggregate amount of all allowances and any unit price items to be furnished or installed, stated in the Purchase Order.

- 4.2 **Compensation Schedule.** Within ___ calendar days after receipt of a Purchase Order, the Contractor shall prepare and present to the Owner, in the form attached as Appendix A, the Contractor's Compensation Schedule which includes those of the following items required by the Purchase Order :

- 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; and / or
- F. Allowances.

- 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 of the invoice 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 the Owner 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.

**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, 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



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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 Projects. 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.
- 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 responsibility each subcontractor and supplier who will be utilized by the Contractor to provide goods or services with respect to the Projects; (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.

**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 the Commencement Date ¹ set forth in the Purchase Order for a specific Project. 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 set forth in the Purchase Order for a specific Project.
 - 7.1.3. **Final Completion.** The Contractor shall accomplish Final Completion of the Work on or before the required date of Final Completion set forth in the Purchase Order for a specific Project.
- 7.2 **Construction Schedule.** Within calendar days after receipt of a Purchase Order, the Contractor shall prepare and submit a final Construction Schedule to the Owner for its review and acceptance pursuant to Paragraph 15.1 of Chapter 3 of this Contract For Construction.
- 7.3 **Bond Requirements.**
 - 7.3.1 If the Construction Price, without inclusion of any bond premiums, would exceed \$50,000, the Contractor must provide payment and performance bonds. The penal sum of the bonds shall be not less than the Construction Price without inclusion of any bond premiums. The amount of the premiums for such bonds shall then be included in the Construction Price.
 - 7.3.2 If the Construction Price, without inclusion of any bond premium, would exceed \$50,000, the Contractor shall be required to provide a maintenance bond. The penal sum of the bond shall be not less than the Construction Price without inclusion of any bond premiums. The amount of the premium for such bond shall then 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.

**ARTICLE 8
AMENDMENTS TO CHAPTER 3**

8.1 The following additions to, deletions from and/or modifications to the specifically referenced articles and paragraphs of Chapter 3 shall take precedence over the provisions of those referenced articles and paragraphs as follows:

[State the reference to each such article and paragraph and how the language is to be added to, deleted from or modified, or state "None"]

Owner's Signature	Contractor's Signature
GRAND VALLEY STATE UNIVERSITY	_____
	<i>[Legal name of Contractor]</i>
By: _____	By: _____
<i>[Signature]</i>	<i>[Signature]</i>
James R. Moyer	
Its: Assistant Vice President	_____
	<i>[Printed Name]</i>
Its: _____	Its: _____
Subscribed to before me this _____ day of _____, 200__	Subscribed to before me this _____ day of _____, 200__
_____	_____
_____, Notary Public	_____, Notary Public
_____ County, State of Michigan	_____ County, State of Michigan
My commission expires: _____	My commission expires: _____

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**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

