

ARTICLE 1. THE CONTRACT DOCUMENTS

The Contract Documents consist of (i) this Construction Contract; (ii) the Washtenaw Community College General Conditions of the Contract for Construction – GC(hereinafter “WCC General Conditions”); (iii) the Special Conditions, if any; (iv) the CPM Schedule or other schedule approved pursuant to this Construction Contract; (v) the Schedule of Values submitted pursuant to WCC General Conditions; (vi) the Drawings and Specifications enumerated in Article 9 of this Contract; (vii) the Payment Procedures described herein; (viii) the Bid Documents, including Invitation to Bid, Instructions to Bidders and Bid form; (ix) performance bonds and labor and material bonds, and (x) all Addenda issued prior to and all Modifications issued after execution of this Construction Contract. A Modification is (1) a written amendment to the Construction Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, (4) a written interpretation issued by the Architect, or (5) a written order for a minor change in the Work. These documents form the contract and all are as fully a part of this Construction Contract as if attached to this agreement or repeated herein. This Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral.

ARTICLE 2. STATEMENT OF THE WORK

The Contractor shall furnish all labor and materials and shall execute the entire Work described in the Contract Documents.

ARTICLE 3. DATE OF COMMENCEMENT AND FINAL COMPLETION, LIQUIDATED DAMAGES

The Work shall be commenced on _____ and shall be complete within ____ calendar days from that date. The Date of Final Completion shall be on or before _____.

The Contract Time and the Date of Final Completion may be extended only as provided in the WCC General Conditions. The Contractor’s accomplishment of Final Completion shall be determined in accordance with Articles 8 and 9 of the WCC General Conditions. The Contract Time is of the essence of this agreement. Should the Contractor fail to substantially complete the Work within the Contract Time, it is agreed that the sums listed below will be deducted from the contract amount for each and every calendar day’s delay. It is understood and agreed that this deduction from the contract amount is not a penalty, but represents liquidated damages suffered by the Owner and is fixed on a per diem basis because of the extreme difficulty of ascertaining the true and full amount of damage the Owner will sustain if the Work is not completed within the above time.

<u>Original Contract Amount</u>	<u>Liquidated Damages per Calendar Day</u>
\$ 0 to 49,999	\$ 20
50,00 to 74,999	100
75,000 to 99,999	150
100,000 to 249,999	200
250,000 to 399,999	300
400,000 to 699,999	400
700,000 to 999,999	600
1,000,000 to 1,749,999	700
1,750,000 to 2,499,999	800
2,500,000 to 4,999,999	900
5,000,000 and above	1,000

ARTICLE 4. COMPENSATION TO BE PAID TO CONTRACTOR:

The Owner will pay and the Contractor will accept in full consideration for the performance of this Contract, subject to additions and deductions provided in accordance with the terms of the WCC General Conditions, the sum of _____ (\$_____), (“Contract Sum”).

ARTICLE 5. PROGRESS PAYMENTS:

Progress payments shall be made on a thirty (30) day cycle on the fifteenth (15th) day of each month, or, if the 15th day falls on a weekend or holiday, on the first business day thereafter. Contractor shall submit Applications for Payment in accordance with Article 9 of the WCC General Conditions. Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents and shall be accompanied by a properly completed sworn statement from Contractor, each Subcontractor, and each Sub-Subcontractor of any tier whose subcontract exceeds \$2,000.00, and such other supporting documents as may be required by the Owner or Architect. The issuance of an Application for Payment constitutes a representation by the Contractor to the Owner that the Work has progressed to the point indicated; that the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment in the amount certified. The Architect shall review the Application and issue a Certificate for Payment in accordance with the provisions of the WCC General Conditions.

Each progress payment shall cover the amount due to the Contractor for the Work as provided in the WCC General Conditions; provided, however, there shall be retained from each Application for Payment, ten percent (10%) of the amount of the Application until Final Completion of the Work. The amount of the retainage may be reduced, in the sole discretion of the Owner, after the Work is fifty percent completed.

Within 30 days after the submittal of the Application to the Architect, the Owner shall pay to the Contractor such amounts, if any, certified by the Architect and approved by the Owner, less the retained percentage. The Owner may defer processing of progress payments until work having a prior sequence, as provided in the Contract Documents, is in place and is approved.

ARTICLE 6. COMPLETION AND FINAL PAYMENT:

Upon completion of the Work, the Contractor shall forward to the Architect and the Owner a written notice that the Work is ready for final inspection and acceptance and a final Application for Payment. The Application shall be submitted in accordance with the provisions of Article 9 of the WCC General Conditions. Neither final payment nor the retained percentage shall become due until the requirements of Article 9, Section 9.9 of the WCC General Conditions are fulfilled. The Owner shall make final payment within 30 days after the date on which the requirements of Section 9.9 of the WCC General Conditions are fulfilled.

ARTICLE 7. PREVAILING WAGE AND FRINGE BENEFIT RATES

7.1 Prevailing Wages

The rate of wages and fringe benefits to be paid to each class of construction mechanics by the contractor and all the contractor's subcontractors and their subcontractors and all construction persons in privity of contract with the contractor, shall be not less than the wage and fringe benefit rates in the attached Michigan Department of Energy, Labor & Economic Growth's schedule of occupational classification and wage and fringe benefit for the locality in which the work is to be performed, pursuant to the Michigan Prevailing Wage Act 166 P.A. of 1965. The term "contractor" shall include all lessors, general contractors, prime contractors, project managers, or trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The contractor and all the contractor's subcontractors and their subcontractors and all persons in privity of contract with the contractor shall have no fewer journeyman construction mechanics per apprentice than that provided in the Michigan Department of Energy, Labor & Economic Growth's schedule of occupational classifications and apprentice-journeyman ratios for construction mechanics at the location of the project. For purposes of this determination, apprentice shall mean only those apprentices enrolled in a registered apprentice program.

The contractor and all the contractor's subcontractors and their subcontractors and all persons in privity of contract with the contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates and apprentice-journeyman ratios as prescribed in the contract and the address and telephone number of the Department of Energy, Labor & Economic Growth's office responsible for enforcement, and shall keep an accurate record showing the name and occupation of, and actual wages and benefits paid to, each construction mechanic and apprentice employed in connection with said contract. This record shall be available for reasonable inspection of the Office of Facilities, Department of Technology,

Management and Budget; or the Michigan Department of Energy, Labor & Economic Growth.

In case there is an omission of any trade from the list of wage rates and fringe benefits to be paid to each class of mechanics by the contractor, it shall be understood that the trades omitted shall also be paid not less than the wage and fringe benefit rates prevailing the locality in which the work is to be performed.

A finding by the Michigan Department of Energy, Labor & Economic Growth that the contractor or subcontractor is in violation of the requirements of the contract shall be final for all purposes, unless the contractor or subcontractor files a written request with the Department of Technology, Management and Budget for a hearing with respect to the validity of the Department of Energy, Labor & Economic Growth's findings within ten business days from receipt of the Department of Technology, Management and Budget's notice of findings.

The owner and all intervening contractors shall withhold twice the amount of the underpayment reported in the Department of Energy, Labor & Economic Growth's determination until the contractor or subcontractor satisfies the reported underpayment or the determination is found erroneous after a hearing conducted upon the request of the contractor or subcontractor.

The director of the Department of Technology, Management and Budget or his/her designee, upon timely receipt of an appeal of the Department of Energy, Labor & Economic Growth's findings will schedule a hearing to determine the validity of the Department of Energy, Labor & Economic Growth's finding with regard to the payment of prevailing wages or apprentice-journeyperson ratios. A decision by the director of the Department of Technology, Management and Budget or his/her designee on the appeal of the Department of Energy, Labor & Economic Growth's finding, shall be final for all purposes.

7.3 Unfair Labor Practice

Public Act No. 278 of 1980 prohibits the State of Michigan from awarding a contract or subcontract to an employer who has been found in contempt of court by a Federal Court of Appeals, on not less than three occasions involving different violations during the preceding seven years, for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158.

An employer who has a contract with the State of Michigan may not, in relation to that contract, subcontract with such an employer.

The State of Michigan may rescind the contract if the name of the employer or the name of a subcontractor, manufacturer, or supplier of the employer subsequently appears in the register of such employers which will be compiled by Michigan's Department of Energy, Labor & Economic Growth pursuant to Section 2 of Public Act No. 278 of 1980.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Schedule

Within ten (10) days after the date of the Notice of Award, Contractor shall prepare and submit to the Architect and the Owner a detailed, computerized CPM schedule. Upon submission of the schedule, the Contractor shall schedule a meeting with the Owner and the Architect to discuss the schedule and resolve any conflicts with respect thereto. After approval by the Owner, the schedule shall not be adjusted unless approved in writing by the Owner, and only in the circumstances set forth in the WCC General Conditions, Article 8.

8.2 Submittal of Shop Drawings, Product Data, and Samples

Within fifteen (15) days after the Owner executes this agreement or at such earlier time as may be necessary to avoid delays in the Project, the Contractor shall prepare and submit to the Architect and the Owner a Shop Drawing submission schedule which shall allow for a minimum period of twenty-one (21) days for review and approval by the Architect. The Contractor shall establish and implement procedures to be followed for expediting the processing and approval of Shop Drawings, Product Data and Samples, on an orderly basis as required by the approved submittal schedule and the WCC General Conditions.

8.3 Change Orders; Changes in the Work

The Contractor shall make recommendations to the Owner for such changes in the Work as the Contractor may consider necessary or desirable. The Contractor shall review all requests for changes from Subcontractors and make recommendations to the Owner. The Contractor shall implement the Owner's Change Order procedures as set for the in the WCC General Conditions, Article 7, shall promptly respond to Proposal Requests, and shall promptly comply with any Change Order or Construction Change Directive issued pursuant to the provisions of Article 7 of the WCC General Conditions. The form to be used for Change Orders is Attachment A to this Agreement.

8.4 Claims

Claims between the parties hereto shall be made or waived in accordance with the provisions of the WCC General Conditions. In the event any claim, including appeals to the Owner, is made or any action brought in any way relating to the Work, the Contractor shall diligently render any and all assistance which may be required, including preparation of written reports with supporting information, necessary to resolve disputes. If such claim is made within two (2) years after the completion of the Work, such services shall be rendered by the Contractor without additional compensation.

8.5 Termination

Termination of the Contract by either party shall be governed by the provisions of the WCC General Conditions.

ARTICLE 9. DRAWINGS, SPECIFICATIONS, AND ADDENDA AND ALTERNATES

Terms used in this agreement which are defined in the WCC General Conditions shall have the meanings designated in therein. Following are the construction documents, addenda and alternates which form a part of this contract.

Contract Documents:**Addenda:****Alternates:**

This agreement is executed and effective as of the day and year first written above.

CONTRACTOR

Contractor

Witness

WASHTENAW COMMUNITY COLLEGE

Director of Purchasing

Witness

3/23/98 7:54 AM

**ATTACHMENT A
CHANGE ORDER**

This is CHANGE ORDER NO. ____ to CONTRACT dated _____ for construction of _____
between _____, as Contractor and Washtenaw Community College, as Owner.

The Contractor is directed to make the following changes in the Work:

The Contract Sum, as adjusted through Change Order No. _____.
(if there have been such adjustments), was \$ _____

The Contract Sum is hereby increased or decreased, if any,
as a result of this Change Order in the amount of \$ - _____

The Contract Sum, taking into account the effect of this
Change Order, if any, shall be and is..... \$ _____

The Contract Time will be (increased) (decreased) (unchanged) by () days.

The Date of Final Completion, taking into account the effect of this Change Order, shall now be
_____.

This Change Order is valid and effective when signed by the Owner and the Architect. Execution of this
Change Order by the Contractor indicates the Contractor's agreement with the adjustments (or non-
adjustments) in Contract Sum and Contract Time set forth herein.

Washtenaw Community College
OWNER

ARCHITECT/ENGINEER

4800 East Huron River Drive, Ann Arbor, MI 48105
ADDRESS

ADDRESS

BY DATE

BY DATE