

MICHIGAN STATE
U N I V E R S I T Y

ELECTRONIC BIDDING

MSU BASE CONTRACTORS ONLY
SPECIFICATION FOR

Fee Hall – Renovate Rooms A504, A505, A514, A516 – A518 and 5HW6

PROJECT NUMBER

CP23087

Tuesday, November 21, 2023

AT

MICHIGAN STATE UNIVERSITY
EAST LANSING, MICHIGAN

Infrastructure Planning and Facilities
Planning, Design and Construction

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Project Title: **Fee Hall – Renovate Rooms A504, A505, A514, A516 – A518 and 5HW6**

Capital Project Number: **CP23087**

No. of Sheets: **5**

ADVERTISEMENT FOR BIDS

DATE: **November 21, 2023**

PROJECT TITLE: **Fee Hall – Renovate Rooms A504, A505, A514, A516 – A518 and 5HW6**

PROJECT NUMBER: **CP23087**

for

MICHIGAN STATE UNIVERSITY

located at

EAST LANSING, MICHIGAN

OWNER: **BOARD OF TRUSTEES
MICHIGAN STATE UNIVERSITY**

ENGINEER/ARCHITECT: **PLANNING, DESIGN AND CONSTRUCTION
Infrastructure Planning and Facilities
Michigan State University**

DESIGN REPRESENTATIVE: **Brandon Charland PHONE: 810-836-4594**

PROJECT MANAGER: **Brandon Charland PHONE: 810-836-4594**

BID DUE DATE: **Until 3:00 p.m. on Wednesday, December 20, 2023**, the Owner will receive bids for the work as set forth in the Bidding Documents at via the Owner’s Oracle Primavera Unifier Bid Manager, at which time and place all proposals will be publicly opened. Bidders are responsible for properly registering for this process, and familiarizing themselves with the system and its requirements. Registration information can be found at <https://ipf.msu.edu/construction/partners/prospective-partners>.

Proposals are invited for the following work:
Proposal 1 – General Construction Work

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FOR BIDS

This project involves misc. interior renovations to the 5th floor at Fee Hall. Renovations include demolition of casework, replacement of flooring, painting, new walls and doors, new kitchenette, misc. electrical rework and rework of existing hvac ductwork.

MSU Base Contractors: For materials and methods not specified within these documents, the Constructor is expected to refer to and comply with MSU technical standards and standard details.

The substantial construction completion date for the project, as set forth in the project manual and drawings is **April 12, 2024**. See applicable start date and interim completion dates in the General Requirements (Division One) – Part 1 Work Sequence section.

LIQUIDATED DAMAGES:

Shall, or Shall not be assessed for Substantial Completion at:
\$_____ PER DAY

Shall, or Shall not be assessed for Final Completion at:
\$_____ PER DAY

EXCLUSIONS FROM MUTUAL WAIVERS OF CONSEQUENTIAL DAMAGES:

DEFAULT IS NONE. (If exclusions apply, project team to insert applicable exclusions below).

The complete set of documents is also available for viewing through our new [MSU Plan Room](#) or via the MSU Planning, Design and Construction (PDC) web page at <https://ipf.msu.edu/construction/partners/prospective-partners> and then select “dedicated plan room”.

PLAN ROOMS

The Bidding documents are on file and may be examined at the following locations during regular business hours, Monday through Friday:

Builders Exchange of Lansing &
Central Michigan
1240 East Saginaw
Lansing, MI 48906

Dodge Data & Analytics
25330 Telegraph Road, Suite 350
Southfield, MI 48009

Dodge Data & Analytics
914 E. Vine Street
Kalamazoo, MI 49001

Dodge Data & Analytics
1311 South Linden Road, Suite B
Flint, MI 48532

Builders Exchange
P.O. Box 2031
Grand Rapids, MI 49501

Tri-City Builders & Traders Exchange
334 South Water
Saginaw, MI 48607

Construction Association of Michigan
43636 Woodward Avenue
P. O. Box 3204
Bloomfield Hills, MI 48302-3204

Builders Exchange
3431 East Kilgore
Kalamazoo, MI 49001

CNS Construction News Service
of West Michigan, Inc.
1793 R. W. Berends Dr. SW.
Wyoming, MI 49509-4993

MMSDC Michigan Minority Supplier
Development Council.
100 River Place STE 300
Detroit, MI 48207

Builders Exchange of NW MI, Inc.
1373 Barlow St. , Suite 4
Traverse City, MI 49686

Capital Imaging
2521 East Michigan Avenue
Lansing, MI 48912

AB-4
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FOR BIDS

A pre-bid site inspection will be held on **Thursday, December 07, 2023 at 9:00 a.m.** All interested Contractors or Bidders are encouraged to attend. Interested parties should meet at the **East Fee Hall 5th Floor Lobby**. All Contractors submitting bids for the work will be held to have visited the site prior to submitting bids.

Each proposal shall be accompanied by a bid security as set forth in the Instructions to Bidders.

The Owner reserves the right to reject any or all proposals either in whole or in part and to waive any irregularities.

Withdrawal of any proposal is prohibited for a period of 120 days after the actual date of the opening thereof.

Performance and Labor and Material Bonds are required as set forth in the Instructions to Bidders.

All prospective Bidders, their Subcontractors and suppliers must be awardable by and in compliance with the directives and guidelines of the Contract Compliance Division of the Michigan Civil Rights Commission.

SUBCONTRACTING AND SUPPLIER DIVERSITY

The University makes a continuous effort to broaden its business relationships with Minority Business Enterprise (MBE) contractors, Women Business Enterprise (WBE) contractors, and small business concerns (including veteran-owned small business, service-disabled veteran owned small business, HUB Zone small business, and small disadvantaged business concerns certified by the U.S. Small Business Administration). For the purposes of this provision, suppliers are considered subcontractors. If third parties are needed to fulfill contractual obligations to the University, you are strongly encouraged to consider all qualified sources, including WBE, MBE, and small business subcontractors. For purposes of this paragraph, MBE is defined as a business enterprise of which more than 50% of the voting shares or interest in the business is owned, controlled, and operated by individuals who are members of a minority and with respect to which more than 50% of the net profit or loss attributable to the business accrues to shareholders who are members of a minority. WBE is defined as a business enterprise of which more than 50% of the voting shares or interest in the business is owned, controlled, and operated by women and with respect to which more than 50% of the net profit or loss attributable to the business accrues to the women shareholders.

The apparent Low Bidder shall, within 24 hours, after receipt of bids, provide the names of any MBE/WBE/small business subcontractors, description of work to be done by each, dollar value of work, and percentage of contract price. This information shall be included with the contract breakdown specified in Section 012000.1.4 of the specifications.

The Michigan State University Purchasing Department maintains a list of known Minority and Women Business Enterprises in the region for informational purposes. Bidders can obtain a copy of this list by calling (517) 355-0357. This list is not intended to be comprehensive. Similarly, it does not constitute an endorsement or certification of acceptability of the contractors and vendors included.

INSTRUCTION TO BIDDERS

ARTICLE 1

DEFINITIONS

- 1.1 Bidding Documents include the Advertisement or Invitation to Bid, Instruction to Bidders, the Bid Form, other sample bidding and Contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of Bids.
- 1.2 All definitions set forth in ConsensusDocs 200- Standard Agreement and General Conditions Between Owner and Constructor (as modified by MSU) and in other Contract Documents are applicable to the Bidding Documents.
- 1.3 **Addenda** are written or graphic instruments, issued by the Architect prior to the receipt of Bids, which modify or interpret the Bidding Documents by addition, deletions, clarifications or corrections.
- 1.4 A **Bid** is a complete and properly signed proposal to do the Work or designated portion thereof, for the sums stipulated therein, supported by data called for by the Bidding Documents.
- 1.5 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described as the base, to which Work may be added or deducted for sums stated in Alternate Bids.
- 1.6 An **Alternate Bid** (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.
- 1.7 A **Unit Price** is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract Documents.
- 1.8 A **Bidder** is one who submits a Bid for a prime Contract with the Owner for the Work described in the proposed Contract Documents.
- 1.9 A **Sub-bidder** is one who submits a Bid to a Bidder for materials or labor for a portion of the Work.
- 1.10 **Bid Manager** is the Oracle Primavera Unifier Bid Manager application used the by the Owner to received competitive bids for this project.

ARTICLE 2

BIDDER'S REPRESENTATION

- 2.1 Each Bidder, by making his/her Bid, represents that:
- 2.1.1 They have read and understand the Bidding Documents and their Bid is made in accordance therewith.
 - 2.1.2 They have visited the site and are familiar with the local conditions under which the Work is to be performed.
 - 2.1.3 Their Bid is based upon the materials, systems and equipment described in the Bidding Documents, without exceptions.

ARTICLE 3

BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents via the MSU PLANNING, DESIGN AND CONSTRUCTION web page at <https://ipf.msu.edu/construction/partners/prospective-partners>, or as outlined in the Advertisement for Bids, page AB-2.

- 3.1.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The Owner or Architect, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- 3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to be received by the Architect at least fourteen days prior to the date for receipt of Bids.
- 3.2.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

3.3 SUBSTITUTIONS

3.3.1 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.

3.3.2 No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Architect at least fourteen 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. It is the burden of the bidder proposing the substitution to establish its merits. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Architect approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.4 ADDENDA

3.4.1 The Architect and Owner will endeavor to notify all known plan holders of addenda issued, but it is the Bidder's responsibility to verify receipt of all addenda.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Normally Addenda will not be issued later than five days prior to the date for receipt of Bids except an Addendum, if necessary, postponing the date for receipt of Bids or withdrawing the request for Bids.

3.4.4 Each Bidder shall ascertain prior to submitting their Bid that they have received all Addenda issued, and receipt of all Addenda shall be acknowledged on their bid.

ARTICLE 4

BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted via the Bid Manager on the form specified.

4.1.2 All fields on the Bid Form shall be completed.

4.1.3 All requested Alternates shall be listed and quoted in the Bid Manager. Failure to quote a requested Alternate will be cause to reject the Bid.

4.1.3.1 If an alternate is added via Addendum, bidders will include by [adding new line to bid form, clearly labeling ALTERNATE X(x being the number)] or [providing pricing on an attachment, also clearly labeling pricing for Alternate.]

4.1.4 All requested Unit Prices shall be listed and quoted via attachment in the Bid Manager. Failure to quote a requested Unit Price will be cause to reject the Bid.

4.1.5 Acknowledge the receipt of the last Addendum on the Bid Form. By acknowledging this addendum, Bidder also acknowledges receipt of all prior consecutive addenda (e.g., acknowledging Addendum 3 also acknowledges Addendum 1 and 2).

4.1.6 Bidder shall make no additional stipulations on the Bid Form nor qualify its Bid in any manner.

4.1.7 By submitting a Bid via the Bid Manager, the Bidder has committed the offer to perform the Work. The Owner will rely on this document as properly signed by the Bidder. The Owner may rely on this commitment, including submitting a claim on the Bidder's Bid Bond if they fail to enter into a contract per the project manual.

4.2 BID SECURITY

4.2.1 Any base bid greater than \$50,000 shall be accompanied by a Bid Security in the form of a bid bond made payable to the Board of Trustees, Michigan State University, in the amount of not less than five percent (5%) of the Base Bid, as a proposal guarantee, pledging that the Bidder will enter into a Contract with the Owner on the terms stated in its Bid, and will furnish bonds as described hereunder in Article 8 covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Bidder shall attach a scanned copy of the bid bond to the bid in Unifier Bid Manager.

As an alternative to a bid bond, Bidders may provide certified check, cashiers' check, or money order made payable to the Board of Trustees, Michigan State University, in the amount of not less than five percent (5%) of the Base Bid, to be delivered to MSU Infrastructure Planning and Facilities, 1147 Chestnut Road, Room 101, East Lansing, MI 48824. The proposal guarantee of Bidders under consideration will be returned immediately after approval of contracts by the Owner; those of all others will normally be returned upon request within 48 hours after bid opening.

Should the Bidder refuse to enter into a Contract, or fail to furnish such bonds within 30 days of notification of intent to award, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as penalty.

4.2.2 The bonding firm must be listed on the current U.S. Department of Treasury Circular 570, rated A- or better by Best, and be licensed to do business in the State of Michigan. The bonds are to be made out to "Michigan State University, Board of Trustees."

4.2.3 The Owner will have the right to retain the Bid Security of Bidders under consideration until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

4.3 SUBMISSION OF BIDS

- 4.3.1 Bids shall be completed prior to the time and date for receipt of Bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will not be considered.
- 4.3.2 Bidder shall assume full responsibility for timely delivery at location designated for receipt of Bids.
- 4.3.3 Oral, telephone, paper, or faxed Bids are invalid and will not receive consideration.

4.4 MODIFICATION OR WITHDRAWAL OF BID

- 4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his/her Bid.
- 4.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by withdrawing current Bid, and resubmitting within the Bid Manager.
- 4.4.3 Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

4.5 BIDDER REGISTRATION

- 4.5.1 The Owner will only receive Bids via the Bid Manager, which requires prior registration and invitation. The Bidder is responsible to familiarize itself with this system and request access in a timely manner.
- 4.5.2 The Owner will endeavor to maintain a list of all interested bidders, and invite to all public bids. Bidders interested in being added to this list must register. Registration information can be found at <https://ipf.msu.edu/construction/partners/prospective-partners>.
- 4.5.3 Bidders are encouraged to continue to monitor projects via plan rooms and other advertising venues. They must express interest to bid on MSU projects by request at least 7 days prior to a bid opening. Owner takes no responsibility for inviting a bidder after that date.

ARTICLE 5

CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

- 5.1.1 Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud. Opening will generally take place in MSU Infrastructure Planning and Facilities Building, 1147 Chestnut Road, East Lansing, Michigan 48824.

5.1.1.1 Unless stated otherwise in the Advertisement or Invitation to Bid, the Owner will endeavor to share bid results within 24 hours of opening.

5.1.1.2 The Owner will endeavor to stream the bid opening, and will share details in the bid invitation

5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all Bids.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 The Owner shall have the right to waive any informality or irregularity in any Bid received.

5.3.2 If the University accepts any alternates, it will do so in the order representing the Owner's opinion of the best value to Michigan State University. The Owner shall be the sole judge of value. The low bidder will be determined on the basis of the sum of the base bid and the alternates accepted.

5.4 ACCEPTANCE OF CONTRACTOR AND SUBCONTRACTORS

5.4.1 Each portion of the Work shall be performed by an organization equipped and experienced to do the Work in each particular field, and no portion shall be reserved by the Contractor unless they are so equipped and experienced. Within 24 hours after the receipt of Bids, the successful Contractor shall submit a list of each Subcontractor proposed for each section of the Work. Subcontractors shall be satisfactory to the Owner. Unless authorized to the contrary in writing from the Owner, Subcontracts shall be awarded to the firms named in this list. Acceptance of the Bid does not imply approval of the Subcontractors subsequently named, but each Subcontractor shall be approved individually.

ARTICLE 6

QUALIFICATION OF CONTRACTORS

6.1 SUBMISSION OF QUALIFICATION STATEMENT

6.1.1 Bidders to whom award of a Contract is under consideration shall submit to the Architect upon his/her request, a properly executed Contractor's Qualification Statement, Consensus Docs 221 – Constructor's Statement of Qualifications for a Specific Project, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.2 NONDISCRIMINATION

6.2.1 In performing under this Contract, the Contractor agrees not to discriminate against any employee, or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height or weight, marital status or handicap. Subcontracts with each Subcontractor will contain a provision requiring nondiscrimination in employment, as herein specified. Any breach of this covenant may be regarded as a material breach of this Contract. The foregoing is included as a part of the University's institutional Affirmative Action/Equal Opportunity commitment.

6.3 APPROVED ASBESTOS ABATEMENT CONTRACTORS

6.3.1 The Department of Environmental Health and Safety (EHS) annually prequalifies asbestos abatement contractors to perform asbestos abatement work on Campus. Asbestos abatement work shall only be performed by one of the asbestos abatement contractors on the approved list. The current list is available from the PDC Project Representative, the Environmental Coordinator for EHS, and at <https://ehs.msu.edu/enviro/asbestos/index.html>.

ARTICLE 7

POST-BID INFORMATION

7.1 SUBMISSIONS

7.1.1 Unless waived by the Architect, the apparent low Bidder shall, within 24 hours after receipt of bids, submit the following information to the Architect:

7.1.1.1 A designation of the Work to be performed by the Bidder with their own forces.

7.1.1.2 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the Work.

7.1.1.3 A list of names of the Subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for each division and/or major subdivision, for the Owner's approval.

7.1.1.4 The names of the MBE/WBE and a description of work to be done by each, dollar value of Work and percentage of Contract price.

7.1.1.5 List of representatives authorized to perform Unifier functions on behalf of the contractor using the Unifier New Company Request, available at [Unifier System Vendor Information Form](#).

7.1.1.6 Certificate of Insurance demonstrating compliance with project requirements.

7.1.2 At the option of the Owner, the Bidder may be required to establish to the satisfaction of the Architect and the Owner the capability, reliability, and responsibility of the proposed Contractor and Subcontractors to furnish and perform the Work.

- 7.1.3 Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect must be used on the Work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect.

ARTICLE 8

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

8.1 OWNER'S RIGHT TO REQUIRE BONDS

- 8.1.1 Each Bidder under a proposal in which the base bid exceeds \$50,000, shall include the premiums for furnishing a Performance Bond and also Labor Material Bond, each in the full amount of the proposal sum as specified in the Owner / Constructor Agreement.
- 8.1.2 The bonding firm must be listed on the current U.S. Department of Treasury Circular 570, rated A- or better by Best, and be licensed to do business in the State of Michigan. The bonds are to be made out to "Michigan State University, Board of Trustees."
- 8.1.3 In assuming assigned Subcontractor by the successful Bidder for general building work as specified, each assigned Subcontractor for each Subcontract shall reimburse the General Contractor his/her proportionate share of the premiums for bonds.

8.2 TIME OF DELIVERY AND FORM OF BONDS AND INSURANCE

- 8.2.1 The Bidder shall deliver two (2) copies of the required bonds and insurance to the Owner not later than the date of execution of the Contract.
- 8.2.2 The Bidder shall require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her Power of Attorney.

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 FORM TO BE USED

- 9.1.1 The Agreement for the Work will be governed by the project manual, and by the terms and conditions of ConsensusDocs 200- Standard Agreement and General Conditions Between Owner and Constructor (as modified by MSU).
- 9.1.2 If the project is under \$250,000, an MSU Purchase Order will be used and the terms and conditions of ConsensusDocs 200- Standard Agreement and General Conditions Between Owner and Constructor (as modified by MSU), will serve as the applicable General Conditions for administration of the Work.

- 9.1.3 If the project is over \$250,000, the ConsensusDocs 200- Standard Agreement and General Conditions Between Owner and Constructor will be used and the terms and conditions of that Agreement will be formalized through the execution of a Contract Finalization Form.

ARTICLE 10

APPLICATION FOR PAYMENT

10.1 FORM TO BE USED

- 10.1.1 Applications for Payment shall be submitted in Unifier in accordance with the Pay Apps (Pay Applications) business process. Refer to the MSU IPF website for more information

ARTICLE 11

ELECTRONIC TRANSACTIONS

11.1 UNIFIER

- 11.1.1 The Owner reserves the right to require that any or all transactions and submissions be conducted and delivered electronically through [Unifier](#), a web-based project management software system. Unifier functions on most popular web browsers. If the owner requires the use of Unifier, the owner will provide the necessary licenses for access into Unifier and the initial training necessary to use Unifier. Access to Unifier will be password restricted, and any proposal, acceptance, quote or other information submitted through Unifier through the use of a party's password shall be deemed to be the submission of such party and any proposal, acceptance, quote or other information in the submission shall be binding on such party as if such proposal, acceptance, quote or other information was in a writing signed by such party. Owner shall not be required to verify the validity of any such submission or inquire as to the authority of the user gaining access to Unifier through the use of a party's password. The following are the minimum Unifier user software and hardware requirements. It is the responsibility of the vendor to verify compatibility of their systems with Unifier. For more information, see [Unifier System Vendor Information Form](#).

11.2 CONTRACT EXECUTION

- 11.2.1 The Owner may choose to accept a scanned signed contract, provided through Unifier, as acceptance of the agreement. The Owner will rely on this document as properly signed by the Constructor.