



Division of Finance and Facilities Management

Purchasing Department  
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October 26, 2009

**Addendum #2 To  
Request for Proposal  
For Building Lab Renovation – Rooms 280, 288 & 290 2009, Project 003-163721  
Dated October 20, 2009**

**Points of Clarifications during the Pre-proposal Meeting October 27, 2009:**

**The Addendum must be acknowledged on your lump sum bid.**

IMPORTANT – PLEASE NOTE: Effective December 1, 2007, bid notices will be sent only to those Vendors registered to receive them via our Bid Opportunities Listserve service. To register, to [http://www.forms.purchasing.wayne.edu/Adv\\_bid/Adv\\_bid.html](http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_bid.html), and click on the “Join our Listserve” link at the top of the page. Instructions are at the top of the page, and the Construction Listserv service is under “Construction Bid Opportunities”.

NOTE: You must have attended a prebid conference in order to be eligible to bid on a particular project. Receipt of minutes or addenda without being at a prebid conference does not qualify your company to bid.

There have been changes and/or additions to the alternates. You will find a new Form of Proposal below.

A copy of this Addendum will be posted to the Purchasing web site at [http://www.forms.purchasing.wayne.edu/Adv\\_bid/Adv\\_bid.html](http://www.forms.purchasing.wayne.edu/Adv_bid/Adv_bid.html).

**As a reminder, the bid due date is November 5, 2009, at 2:00 pm.** If you have any further questions, please do not hesitate to email them to me at [ab4889@wayne.edu](mailto:ab4889@wayne.edu) and copy [ac0578@wayne.edu](mailto:ac0578@wayne.edu).

Thank you,

Valerie Kreher,  
Senior Buyer

VENDOR NAME \_\_\_\_\_

**GENERAL CONTRACT - PROPOSAL FORM (revised 10 - 2009)**

**Please Note – Vendors must Prequalify themselves when responding to this bid opportunity. Our Prequalification questions can be found on page 4 of this section.**

**OWNER:** Board of Governors  
Wayne State University

**PROJECT:** **Physics Building Lab Renovation – Rooms 280, 288 & 290**

**PROJECT NO.:** WSU PROJECT NO. 003-163721

**PROJECT TYPE (Check One):**

	<b>Mechanical Work</b>
	<b>Electrical Work</b>
	<b>General Construction, Office, classroom</b>
<b>X</b>	<b>General Construction, specialized, research space</b>
	<b>Hazardous Material</b>
	<b>Cement</b>
	<b>Roofing</b>

**PURCHASING AGENT:** Valerie Kreher, Senior Buyer  
WSU – Purchasing Department  
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Detroit, Michigan 48202  
313-577-3720/ 313-577-3747 fax  
**ab4889@wayne.edu & copy ac0578@wayne.edu**

**OWNER'S REPRESENTATIVE:** Clement Prabakaran, Project Manager  
Design & Construction Services  
Facilities Planning & Management  
Wayne State University  
5454 Cass Avenue  
Detroit, Michigan 48202

**TO:** Board of Governors  
Wayne State University  
Detroit, Michigan

**BASE PROPOSAL:**

The undersigned agrees to enter into an Agreement to complete the entire work of the Physics Building Lab Renovation – Rooms 280, 288 & 290 project (WSU Project No. 003-163721) in accordance with the Bidding Documents for the following amounts:

**LIST OF ALTERNATES:**

(See full description of alternates in Section 012300 Part 3.1 Schedule of Alternates. Full description in Specification Book takes precedence over description listed below.)

**Alternate No. 1: NO WORK in Room 288**

Deduct entire demolition, architectural, mechanical, electrical and plumbing scope of work for the following amount

DEDUCT \_\_\_\_\_

**Alternate No. 2: NO WORK in Room 290**

Deduct entire demolition, architectural, mechanical, electrical and plumbing scope of work for the following amount

DEDUCT \_\_\_\_\_

**Alternate No. 3: NO NEW Metal Lab Casework in Room 280**

Deduct all metal casework illustrated on architectural drawings for Room 280 NOT INCLUDING Fume Hood Casework for the following amount. DEDUCT

\_\_\_\_\_

**Alternate No. 4: NO NEW Metal Lab Casework in Room 288**

Deduct all metal casework illustrated on architectural drawings for Room 288 for the following amount

DEDUCT \_\_\_\_\_

**Alternate No. 5: NO NEW Metal Lab Casework in Room 290**

Deduct all metal casework illustrated on architectural drawings for Room 290 for the following amount

DEDUCT \_\_\_\_\_

**Alternate No. 6: NO NEW Modular Lab Casework in Room 280**

Deduct all metal casework illustrated on architectural drawings for Room 280 For the following amount

DEDUCT \_\_\_\_\_

**Alternate No. 7: NO NEW Modular Lab Casework in Room 288**

Deduct all metal casework illustrated on architectural drawings for Room 288 for the following amount

DEDUCT \_\_\_\_\_

**Alternate No. 8: NO NEW Modular Lab Casework in Room 290**

Deduct all metal casework illustrated on architectural drawings for Room 290 for the following amount

DEDUCT \_\_\_\_\_

**Alternate No. 9: NO NEW supplemental cooling in Room 280 and 290**

Deduct electrical and mechanical scope of work to provide supplemental cooling to Room 280 for the following amount

DEDUCT \_\_\_\_\_

**Alternate No. 10: NO NEW dryer exhaust hood in Room 280**

Deduct mechanical scope of work to provide dryer exhaust hood and associated ductwork to Room 280 for the following amount

DEDUCT \_\_\_\_\_

**Alternate No. 11: ADD Electrical Scope in Room 280**

In lieu of new light fixtures add scope of work to provide new ballast, re-lamp existing light fixtures and clean lenses in Room 280) for the following amount

ADD/DEDUCT \_\_\_\_\_

**Alternate No. 12: ADD Fire Alarm Scope**

Add scope of work to modify and add for Fire Alarm as illustrated on Sheet E701 for the following amount

ADD \_\_\_\_\_

**LAWN REPLACEMENT:**

The undersigned agrees that, in the event of existing lawn or landscaping damage, due to the Contractor's work, that has not been properly addressed and repaired to the satisfaction of the University, the University may repair/replace the lawn and/or landscaping, and that the expense will be at a **unit cost of \$10.00 per square yard for lawn, and landscaping at a rate of 1.5 times the cost of said repairs**, the full cost of which shall be reimbursed by the contractor.

**CONTRACT CHANGE ORDERS:**

The undersigned agrees to the following pricing formula and rates for changes in the contract work:

1. For subcontract work, Contractor's markup for handling, overhead, profit and bonding on subcontractor's sell price, shall not exceed **5%**.
2. For work by his own organization, Contractor's markup for job\* and general overhead, profit and bonding shall not exceed **5%** of the net labor\*\* and material costs.

\* Job overhead includes supervision and executive expenses; use charges on small tools, scaffolding, blocking, shores, appliances, etc., and other miscellaneous job expenses.

\*\* Net labor cost is the sum of the base wages, fringe benefits established by governing trade organizations, applicable payroll taxes, and increased expense for contractor's liability insurance (Workman's Compensation, P.L. and P.D.).

**TIME OF COMPLETION:**

*(revised 10-15-2009)*

The Contract is expected to be fully executed on or about 25 calendar days after successful bidder qualification and recommendation of award. The undersigned agrees to start construction **immediately after** receipt of a fully executed contract and Purchase Order, and to complete the work as follows:

Substantial Completion no later than **the end of February 2010**.

**LIQUIDATED DAMAGES:**

It is understood and agreed that, if project is not completed within the time specified in the contract plus any extension of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay, will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of the use of said project by Owner would be the sum of **\$500.00, Five hundred Dollars per day**, and therefore the contractor shall pay as liquidated damages to the Owner the sum of **\$500.00, Five hundred Dollars per day** for each day's delay in substantially completing said project beyond the time specified in the Contract and any extensions of time allowed thereunder.

**TAXES:**

The undersigned acknowledges that prices stated above include all applicable taxes of whatever character or description. Michigan State Sales Tax is applicable to the work. Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities or irregularities therein.

**ADDENDA:**

The undersigned affirms that the cost of all work covered by the following Addenda are included in the lump sum price of this proposal.

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACTOR'S PREQUALIFICATION STATEMENT & QUESTIONNAIRE:**

**Our Minimum Requirements for Construction Bids are:**

WSU considers this project: **General Construction, Office, Classroom.**

Criteria	Small Project bid less than \$50,000	Medium Project bid between \$50,001 and \$250,000	Large Project bid between \$250,001 and \$2 million	Very Large Project bid greater than \$2 million
EMR Rating (Experience Modification Rating)	1.0 or Less	1.0 or Less	1.0 or Less	1.0 or Less
Bondable Vendor	N.A.	Required	Required	Required
Length of Time in Business	2 Years	3 Years	5 Years	5 Years
Demonstrated Experience in Projects Similar in Scope in the last 3 years	N.A.	1 or more	2 or more	3 or more
Projects completed, in the same price range as your Bid for this Project, within the last 3 years	N.A.	1 or more	2 or more	3 or more
Unsuccessful Projects on Campus in last 3 years	Must have None	Must have None	Must have None	Must have None
Failure to comply with Prevailing Wage and/or Project Labor requirements	Must have None	Must have None	Must have None	Must have None
Company currently not in Chapter 11 of the US Bankruptcy Code	1 Year	2 Years	3 Years	3 Years

**Contractors must complete the following information to determine their eligibility to participate in this bid.** This information is required with your Bid to the University

**Failure to complete this form in its entirety will result in your bid being disqualified.**

Check one of the following on the makeup of your company:

\_\_\_\_\_ Corporation

\_\_\_\_\_ Individual

\_\_\_\_\_ Partnership

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other (Explain)

\_\_\_\_\_  
\_\_\_\_\_

1. How many years has your organization been in business as a contractor? \_\_\_\_\_

2. How many years has your organization been in business under its present business name? \_\_\_\_\_

3. List states in which your organization is legally qualified to do business. \_\_\_\_\_

\_\_\_\_\_

4. Provide the Name and Address of your Liability Insurance Carrier. \_\_\_\_\_

\_\_\_\_\_

5. What is your current EMR Rating? \_\_\_\_\_

The minimum requirement is an EMR Rating of 1.0 or less for all projects. Bidders with a rating higher than 1.0 understand that their bid may be disqualified, at the sole discretion of the University.

6. What percentage of the work do you normally perform with your own work force/employees? \_\_\_\_\_

\_\_\_\_\_

7. Have you ever failed to complete any work awarded to you? If so, attach a separate sheet of explanation. Include the name of the Project, the customer, the dates of the work, and the amount of the contract

\_\_\_\_\_

8. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? If so, attach a separate sheet of explanation.

\_\_\_\_\_

9. List the construction experience of the principals and superintendents of your company.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

—

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

—

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

—

- 
10. List the construction Projects, and approximate dates, when you performed work similar in Scope to this project.

Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

\_\_\_\_\_

11. List the construction Projects, and approximate dates, when you performed work similar in Dollar Amount to this project.

Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_ Owner: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed:  
\_\_\_\_\_

Project: \_\_\_\_\_ Owner:  
\_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed:  
\_\_\_\_\_

12. Is your Company "bondable"? Yes \_\_\_\_\_ No \_\_\_\_\_

13. What is your present bonding capacity? \$ \_\_\_\_\_

14. Who is your bonding agent?

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: ( \_\_\_\_\_ ) \_\_\_\_\_

CONTACT: \_\_\_\_\_

15. Does your company agree to provide financial reports to the University upon request? Failure to agree may result in disqualification of your bid. Yes \_\_\_\_\_ No \_\_\_\_\_

16. Does your company agree that all of the Terms and Conditions of this RFP and Vendor's Response Proposal become part of any ensuing agreement? Yes \_\_\_\_\_ No \_\_\_\_\_

17. Does your company agree to execute a contract containing the clauses shown in Section 00500 "Agreement Between Contractor and Owner for Construction"? Yes \_\_\_\_\_ No \_\_\_\_\_

If "No", clearly note any exceptions to any information contained in the contract documents and include with your proposal.

18. **Note:** Contractors submitting proposals for this project may, at the discretion of the University, be required to submit references including contact information to be used to assist in the post bid evaluation process for the subject project

**ACKNOWLEDGEMENT OF**

**MINIMUM QUALIFICATIONS:**

The undersigned has read and understands the minimum qualifications for University construction projects, and has completed the Prequalification section completely and accurately. The undersigned understands that a contractor, who fails to meet the minimum qualifications **in the category identified for this project, will be disqualified from consideration for the project.**

**ACCEPTANCE OF PROPOSAL:**

The undersigned agrees to execute a Contract, being the Wayne State University standard form titled "Agreement Between Contractor and Owner for Construction", provided that we are notified of the acceptance of our Proposal within sixty (60) days of the date set for the opening thereof.

**The undersigned below understands that the bid will be disqualified if the Prequalification information above is not completed in its entirety. Providing attachments is not an acceptable alternative to this requirement.**

NAME OF COMPANY: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ DATE \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Please print or type name here)

TITLE \_\_\_\_\_

**SECTION 012300 - ALTERNATES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for alternates.

**1.3 DEFINITIONS**

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

**1.4 PROCEDURES**

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

**PART 2 - PRODUCTS (Not Used)**

## PART 3 - EXECUTION

## 3.1 ALTERNATE WORK SCOPE

**Alternate No. 1: NO WORK in Room 288**

Deduct entire demolition, architectural, mechanical, electrical and plumbing scope of work. Labeled on drawings as: A1, A2, M1, M4, E1; refer to **Room 288 only**.

**Alternate No. 2: NO WORK in Room 290**

Deduct entire demolition, architectural, mechanical, electrical and plumbing scope of work. Labeled on drawings as: A1, A2, M1, M4, E1; refer to **Room 290 only**.

**Alternate No. 3: NO NEW Metal Lab Casework in Room 280**

Deduct all metal laboratory casework illustrated on architectural drawings and specifications for Room 280 NOT INCLUDING Fume Hood Casework. Labeled on drawings as: A3/ refer to Specifications; refer to **Room 280 only**.

**Alternate No. 4: NO NEW Metal Lab Casework in Room 288**

Deduct all metal laboratory casework illustrated on architectural drawings and specifications for Room 288. Labeled on drawings as: A3/ refer to Specifications; refer to **Room 288 only**.

**Alternate No. 5: NO NEW Metal Lab Casework in Room 290**

Deduct all metal laboratory casework illustrated on architectural drawings and specifications for Room 290. Labeled on drawings as: A3/ refer to Specifications; refer to **Room 290 only**.

**Alternate No. 6: NO NEW Modular Lab Casework in Room 280**

Deduct all modular metal casework illustrated on architectural drawings and specifications for Room 280. Labeled on drawings as: A3/ refer to Specifications; refer to **Room 280 only**.

**Alternate No. 7: NO NEW Modular Lab Casework in Room 288**

Deduct all modular metal casework illustrated on architectural drawings and specifications for Room 288. Labeled on drawings as: A3/ refer to Specifications; refer to **Room 288 only**.

**Alternate No. 8: NO NEW Modular Lab Casework in Room 290**

Deduct all modular metal casework illustrated on architectural drawings and specifications for Room 290. Labeled on drawings as: A3/ refer to Specifications; refer to **Room 290 only**.

**Alternate No. 9: NO NEW supplemental cooling in Room 280 and 290**

Deduct electrical and mechanical scope of work to provide supplemental cooling. Labeled on drawings as: M2, E2; refer to **Room 280 and 290**.

**Alternate No. 10: NO NEW dryer exhaust hood in Room 280**

Deduct mechanical scope of work to provide dryer exhaust hood and associated ductwork to Room 280. Labeled on drawings as: M3

**Alternate No. 11: ADD Electrical Scope in Room 280**

In lieu of new light fixtures add scope of work to provide new ballast, re-lamp existing light fixtures and clean lenses in Room 280. Labeled on drawings as: E1

**Alternate No. 12: ADD Fire Alarm Scope**

Add scope of work to modify and add for Fire Alarm as illustrated on Sheet E701, Labeled as E3.

3.2 BID FORM

- A. Refer to Owner's Bid Form.
- B. Bid Form must be enclosed with sealed Bid and all blanks must be filled in.

END OF SECTION 012300