



Division of Finance and Business Operations

**FPM Concrete Repairs Parking Structure 1
Section 300 for Addendum 3
Revised Form of Proposal 5/4/2021**

VENDOR NAME _____

GENERAL CONTRACT - PROPOSAL FORM

Sealed proposals for lump-sum General Contract will be received at the office of the Procurement & Strategic Sourcing **by electronic submission on May 6, 2021**, until 2:00 p.m. (local time). The link for bid submission will be posted with the bid details at <http://go.wayne.edu/bids> beginning **April 21, 2021**.

Please Note – Vendors must Pre-qualify 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: **Concrete Repairs Parking Structure 1 - 2021**

PROJECT NO.: WSU PROJECT NO. **051-342658**

PROJECT TYPE: **Cement Work**

PURCHASING AGENT: **Robert Kuhn, Senior Buyer**
WSU – Procurement & Strategic Sourcing
5700 Cass, Suite 4200
Detroit, Michigan 48202
313-577-3712
ac6243@wayne.edu & copy Rfpteam2@wayne.edu

OWNER'S REPRESENTATIVE: **Matt Tarantine, Project Manager**
Design & Construction Services
Facilities Planning & Management
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 **Concrete Repairs Parking Structure 1 - 2021** project (WSU Project No. **051-342658**) in accordance with the Bidding Documents, per the following:

- A. The following schedules of unit prices shall be filled out and submitted as part of the Proposal. Failure to fill in all unit prices may result in disqualification of Bidder.
- B. Unit prices stated by Bidder shall include all materials and Work installed and completed in place in accordance with all applicable portions of the Drawings and Specifications, and

shall include all costs associated with such items including, but not limited to: materials, labor, supervision, overhead, and profit for General Contractor and/or subcontractors, general conditions, permits, shoring, and other related items.

- C. The quantities stated in the Bid Schedule are approximate only and are prepared for comparison of Bids. Each Bidder is responsible for verifying all quantities and shall base his Bid thereon. Payment to the Contractor will be made only for the actual quantities of Work accepted and performed in accordance with the Contract unitprices.
- D. Contractor shall not exceed stated Bid quantities without prior written approval from Owner/Engineer. Note: Contractor will not receive payment for un-authorized Work performed (Base Bid or Alternates) that exceeds stated Bid quantities. The Owner reserves the right to delete one or more line items contained within the Work Item Schedules, and/or to increase or decrease stated quantities, to best meet the Owner's requirements.
- E. Also, at the discretion of the Owner, the quantities of Work to be performed for each Work Item shall be reviewed and approved by the WSU PM prior to beginning Work, and may be decreased or increased throughout the Project. Refer to Section 020010 for specific Work Item requirements.
- F. In the event of a math error occurring on a submitted Bid, (i.e. stated unit price multiplied by stated quantity does not equal stated extension) stated unit price shall be considered basis for Bid to calculate extension.
- G. INCREASED OR DECREASED WORK ITEM QUANTITIES:
 - 1. Owner/Engineer shall have right under Contract to make increases and decreases in quantities and changes in plans, as may be necessary to ensure completion of contemplated work subject to following qualifications:
 - 2. As used herein, major item is defined as any item whose total cost, determined by multiplying Bid quantity and Contract unit price, is equal to or greater than 5% of original total Contract price. All other items are considered minor items and are not subject to unit price adjustment.
 - 3. Where cost of final work prior to consideration of adjustment is within 5% of original total contract price, or if amount of adjustment is less than \$100, or if item is exempted from such adjustment elsewhere in Contract, no adjustment in Contract unit prices will be considered for any increased or decreased quantities.
 - 4. Where cost of final work has increased more than 5% of original total Contract price prior to consideration of any adjustment, requests for adjustments will be considered on following basis:
 - 5. Where quantity of an item of work required to complete project is not increased nor decreased from original estimate by more than 25%, payment for quantity of said item will be made at Contract unit price.
 - 6. Where quantity of any major item of work is increased by more than 25%, then unit price for quantity of that item of work over 125% of original Contract quantity will be decreased by 10% of unit price bid.
 - 7. Where quantity of any major item of work is decreased by more than 25%, then adjusted unit price will be obtained by multiplying Contract unit price for that item of work by factor obtained as follows:

$$\text{Factor} = 1 + (0.10 (P-C))/C$$

Where:

P = Contract Quantity

C = Constructed Quantity

- 8. In no case shall product of adjusted unit price and number of units of work performed exceed product of Contract unit price and 75% of original contract quantity. Neither will unit price be adjusted to more than twice original Contract unit price.

ALTERNATES:

- A. The Alternate Work Items listed on the following pages identify potential changes in the Work under consideration for this Contract. The Owner reserves the right to accept any or all of the listed Alternates, regardless of the order of their listing. Alternate items may also be selected and incorporated into the Project with increased or decreased quantities from those listed, to best suit the Owner's needs.
- B. For each of the Alternates listed, state the unit price if the individual Alternate is selected for inclusion in the Contract scope. Amount shown shall include all costs to perform the Work; no extras will be permitted for failure to include, but not limited to, such items as: extra permits, overtime, weather protection, materials, labor, supervision, general conditions, overhead, and profit for general contractor and/or subcontractors, shoring, and other related items.
- C. Alternates may be accepted by Owner after initial award. Contractor shall hold prices stated below for possible incorporation into the Project at a later date during construction as determined by the Owner. Alternate Work must be accepted in writing by WSU PM prior to beginning any Work.
- D. Any additional Temporary Signage, Temporary Barriers, or Traffic Markings required to properly perform any selected Alternate Work shall be incidental, regardless of the amount of Alternate Work selected.

ADD ALLOWANCES:

- A. Allowances shall be included with the Base Bid, as identified on the Bid Proposal form. Any charges against the Allowances shall include a description of the Work, an itemized breakdown for all labor, materials, equipment, and 5% mark-ups (for overhead and profit), and shall be authorized by the WSU PM. Allowances shall be tracked on

the payment applications. Any balance remaining on Allowance items shall be deducted from the Contract, by change order, prior to completion of the Project.
- B. No Work that is to be billed under Allowance items shall be performed without prior written approval from Owner, no exceptions. Refer to Section 020010 for description of Allowances.

Additional:

- A. Modify the following paragraph under Section "Instructions to Bidders":
 - 1. "Proposals shall be for a lump-sum General Contract for the entire Work of the Project based on unit prices and bid quantities as provided in the Form of Proposal."
- B. Modify the "Time of Completion" paragraph in the Proposal Form Section as follows:
 - 1. "The Contract is expected to be fully executed by 21 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, per the dates in the construction documents. The undersigned agrees to schedule and coordinate construction operations to achieve Substantial Completion and achieve any intermediate milestone completion dates as shown on the Drawings."
- C. Modify the "Time of Completion" paragraph in the Proposal Form Section as follows:
 - 1. "**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 therefore the Contractor shall pay as liquidated damages to the Owner the sum of **\$10.00 per parking space per day** for each parking space remaining closed for each day's delay in completing work and re-opening parking spaces for normal use for each Intermediate, Substantial, and Final Completion milestone as defined in the Project Contract, Drawings, and or Specifications."

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
1.1	Project Mobilization	L.S.	1	\$	\$
1.5	Temporary Signage & Barriers	L.S.	1	\$	\$
3.1	Floor Repair - Partial Depth	S.F.	750	\$	\$
3.2	Floor Repair - Slab-on-Grade	S.F.	500	\$	\$
3.5	Floor Repair - Curbs	S.F.	100	\$	\$
3.9	Supplemental Epoxy-Coated Steel	Lb.	1,000	\$	\$
3.10	Supplemental Reinforcing Dowels	Ea.	100	\$	\$
3.12	Floor Repair - Slab Edge	S.F.	250	\$	\$
4.1	Ceiling Repair - Partial Depth	S.F.	6,000	\$	\$
4.2	Ceiling Repair - Partial Depth at Drop Panel	S.F.	1,500	\$	\$
6.1	Column Repair - Partial Depth	S.F.	250	\$	\$
6.2	Column Repair - Partial Depth at Expansion Joint	S.F.	400	\$	\$
6.3	Column Repair - S.S. Straps	Ea.	30	\$	\$
6.4	Column Repair - Carbon Fiber Wrap	L.F.	100	\$	\$
6.5	Column Repair - Roof Level	S.F.	300	\$	\$
7.1	Wall Repair - Partial Depth	S.F.	50	\$	\$
9.1	Expansion Joint - New Concrete Blockout	L.F.	212	\$	\$
10.3	Expansion Joint - Elastomeric Conc. Edged	L.F.	212	\$	\$
10.4	Expansion Joint - Nosing Repair	L.F.	50	\$	\$
10.6	Replace Stair Tower Isolation Joints (Level 5)	L.F.	204	\$	\$
11.1	Seal Floor Cracks	L.F.	500	\$	\$
11.2	Replace Joint Sealants	L.F.	500	\$	\$
11.4	Tool and Seal Joints (For Reference Only)	Incidental		\$ -----	\$ -----
11.7	Cove Sealant	L.F.	1,000	\$	\$
12.1	Install Concrete Crack Monitor	Ea.	8	\$	\$
16.1	Traffic Topping - Replace Existing System	S.F.	10,000	\$	\$
16.3	Traffic Topping - Repair (For Reference Only)	Incidental		\$ -----	\$ -----
16.4	Traffic Topping - Recoat	S.F.	31,500	\$	\$

18.1	Temporary Shoring	Ea.	300	\$	\$
25.1	Mechanical/Electrical Allowance	Allow.	1	\$ 25,000	\$ 25,000
25.3	Mechanical - Pipe & Hangers	L.F.	200	\$	\$
35.1	Masonry - Tuckpointing (Stair Towers Level 6)	L.F.	1,000	\$	\$
35.2	Masonry - Remove/Replace Brick (Stair TowersLevel 6)	Ea. Brick	50	\$	\$
35.3	Masonry - Route/Seal Cracks (Stair Towers Level6)	L.F.	200	\$	\$
45.1	Paint - Traffic Markings	L.S.	1	\$	\$
TOTAL BASE BID					\$

WORK ITEM SCHEDULE - ALTERNATES

WORK ITEM	DESCRIPTION	UNIT S	QUANTIT Y	UNIT PRICE	EXTENSION
9.1	Expansion Joint - New Concrete Blockout	L.F.	282	\$	\$
10.3	Expansion Joint - Elastomeric Conc. Edged	L.F.	282	\$	\$
10.6	Replace Stair Tower Isolation Joints (Levels 2-4)	L.F.	612	\$	\$
11.7	Cove Sealant	L.F.	5,000	\$	\$
16.1	Traffic Topping - Replace Existing System	S.F.	10,000	\$	\$
16.4	Traffic Topping - Recoat	S.F.	125,600	\$	\$
25.2	Mechanical - Replacement Floor Drains	Ea.	5	\$	\$
25.3	Mechanical - Pipe & Hangers	L.F.	100	\$	\$
35.1	Masonry - Tuckpointing (Stair Towers Levels 1-5& Ground Level Wall)	L.F.	2,000	\$	\$
35.2	Masonry - Remove/Replace Brick (Stair TowersLevels 1-5)	Ea. Brick	800	\$	\$
35.3	Masonry - Route/Seal Cracks (Stair Towers Levels 1-5)	L.F.	500	\$	\$
35.4	Masonry - Remove/Replace Block	Ea. Bloc k	100	\$	\$
35.5	Silicone Sealant @ Door (NE Stair Tower Level 1)	L.S.	1	\$	\$
37.1	Remove Doors and Replace Frames	Ea.	18	\$	\$
45.2	Paint Standpipes	L.S.	1	\$	\$
TOTAL ALTERNATES					\$

Additional Temporary Signage, Temporary Barriers, and Traffic Markings required to perform any Alternate Work Items shall be incidental.

WSU WAGES:

Did your company quote based upon **Union or WSU Wage Rates** as required?

Yes _____

No _____

CONFLICT OF INTEREST:

Are you or any Officer, Owner or Partner in this company an employee of Wayne State University, or have you been an employee within the past 24 months? If Yes, explain below.

Yes _____

No _____

Are any immediate family members of any Officer, Owner or Partner in this company employees of Wayne State University? If Yes, explain below.

Yes _____

No _____

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 \$15.00 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:

Where changed Work is performed, the Contractor may add to the total estimated actual cost for such Work no more than ten (10%) for subcontractor mark-up and seven and one-half percent (7.5%) for self-performed trade work for profit, overhead, insurance, taxes, indirect supervision, bonds, and any other costs not allowed by section 4.02.01

Within 14 days of the project's contract execution Contractor shall provide to the Owner; Subcontractor's hourly labor rate breakdown details. This requirement shall extend to the lowest level of subcontractor participation.

* Job and general 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:

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 to complete the work as follows:

Substantial Completion will be completed no later than **August 27, 2021**.

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 per day**, and therefore the contractor shall pay as liquidated damages to the Owner the sum of **\$500 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 _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ 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: Cement Work.

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 Construction Business	2 Years	3 Years	5 Years	5 Years
Demonstrated Experience in Projects Similar in Scope and Price in the last 3 years	1 or more	1 or more	2 or more	3 or more
Unsuccessful Projects on Campus in last 3 years	None Allowed	None Allowed	None Allowed	None Allowed
Failure to comply with WSU Wage and/or Project Labor requirements	None Allowed	None Allowed	None Allowed	None Allowed
Withdrawn University Bid (with or without Bond forfeiture) within the last 3 years **	1 or less	1 or less	1 or less	1 or less
Company currently not in Chapter 11 of the US Bankruptcy Code	1 Year	2 Years	3 Years	3 Years

** Withdrawal of a bid is subject to the University suspension policy, for a period up to one year.

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 below):

Diversity Classification: Please indicate the appropriate diversity classification for your company. The University recognizes the following groups as diverse or disadvantaged:

- Majority Owned _____
- Minority Business Enterprises (MBE) _____
- Women Business Enterprises (WBE) _____
- Disabled Veteran Enterprises (DVBE) _____
- Disabled Person Enterprises (DBE) _____
- Veteran Owned Businesses (VBE) _____
- Small Businesses per the US Small Business Administration (SBE) _____
- Other (Please 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 work performed on projects are by company employees; excluding any hired subcontracting and outsourced relationships, for the bid submitted? _____ %

7. What percentage of work performed on your companies behalf are by subcontracted business relationships; disallowing 1099 contracting work forces, for the bid submitted? _____ %

8. 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?

9. Have you withdrawn a bid after a University bid opening and/or refused to enter into a contract with the University upon notification of award within the last 3 years? If so, state the Project Name and Number, and the date of bid submission below.

10. 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.

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

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

12. 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: _____

13. 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: _____

14. Is your Company "bondable"? Yes _____ No _____

15. What is your present bonding capacity? \$ _____

16. Who is your bonding agent?

NAME: _____

ADDRESS: _____

PHONE: (_____) _____

CONTACT: _____

17. Does your company agree to provide financial reports to the University upon request? Failure to agree may result in disqualification of your bid? (select one): Yes _____ No _____
18. 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? (select one): Yes _____ No _____
19. Does your company agree to execute a contract containing the clauses shown in Section 00500 "Agreement between Contractor and Owner for Construction"? (select one): Yes _____ No _____

If "No", clearly note any exceptions to any information contained in the contract documents and include with your proposal. Otherwise, a "No" response without documentation will be considered a non-responsive proposal. In addition, any proposed exceptions may or may not be accepted by the University.

20. Does your company agree to comply with the University **Smoke and Tobacco Free Policies**? Yes _____ No _____

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" (see section 00500 of the bid documents), 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.

NAME OF COMPANY: _____

OFFICE ADDRESS: _____

PHONE NUMBER: _____ DATE _____

SIGNED BY: _____
Signature

(Please print or type name here)

TITLE _____

EMAIL ADDRESS: _____ @ _____